21-1920-cr

United States Court of Appeals

for the

Second Circuit

UNITED STATES OF AMERICA,

Appellee,

-v.-

ARI TEMAN, AKA Sealed Defendant 1,

Defendant-Appellant.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

JOINT APPENDIX Volume 9 of 11 (Pages A-1681 to A-1920)

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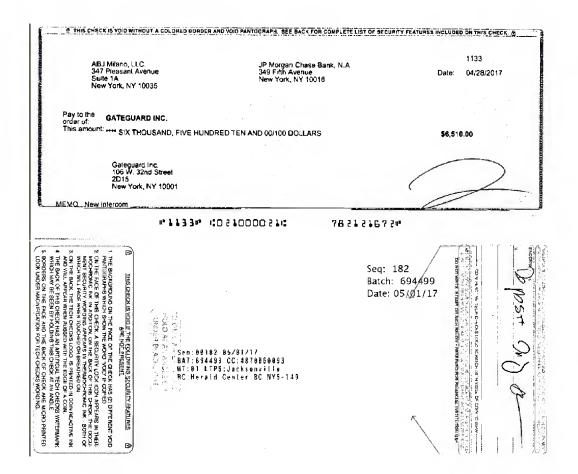
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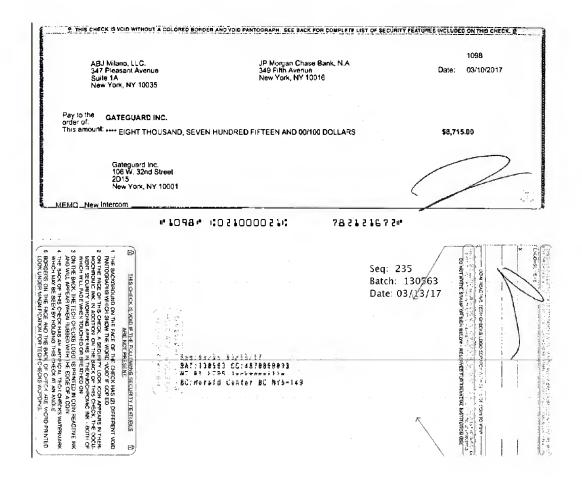
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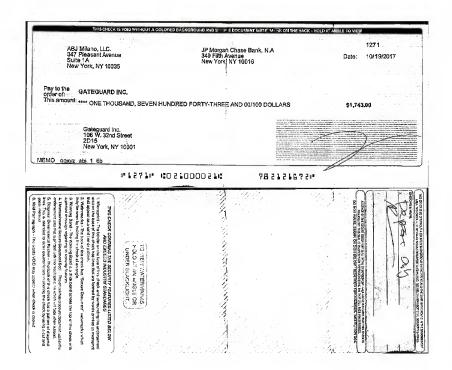




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Case 1.19-cr-00696-PAE Document 128-21 Filed 05/01/20 Page 1 of 9

Section 1. Business Client Profile

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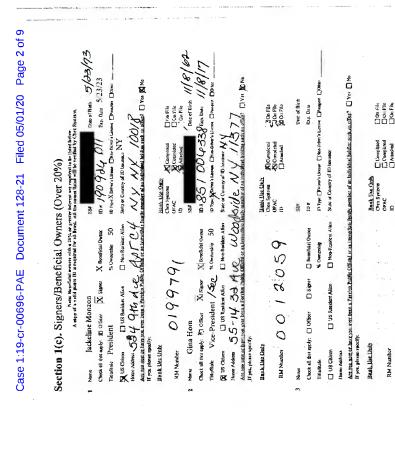
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Section 1. Business Client Profile

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City NEW YORK	State NEW YORK	Zip 10013
Telephone No. 646-569-5574	Fax No.	
Primary Contact GINA HOM	Relationship To Business Authorized Signer	Direct Phone Number 848-574-5691
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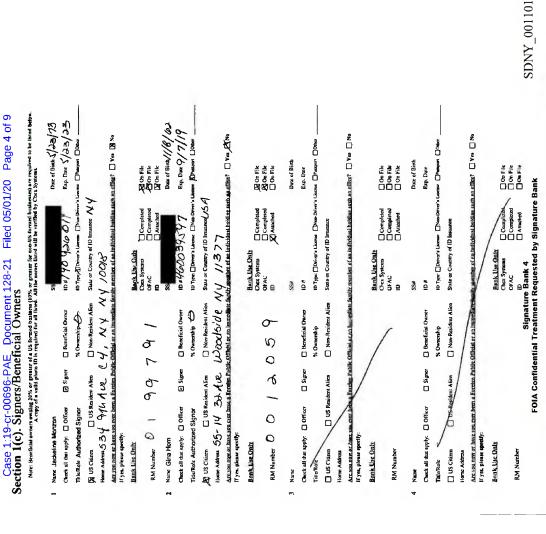
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FOIA Confidential Treatment Requested by Signature Bank





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Section 2(b). ATM Card/Debit Card Option

Only available for businesses requiring single signing authority.

Section 3. Agreements & Acknowledgements

Client initial in box(es) below. Ą

wutch at the Femals indicated on this application on any behalf in accordance with the above Agreement and I acknowledge that such direction may be in the form of takephone transitions taken. By minuting the subsection and signing under Anaborized Signers, I search that I have necessarized and and all the Managems March Narets Founds Properts for Bullat Contents Agrantices and the prospective for each Found statement and I agree to be build reported to the Bullat, and any agent, particular and necessaries and many agent, particular and necessaries and the prospective than a frequent due to Bullat, actuals as any agent, particular and necessaries. MONOGRAM MONEY MARKET FUNDS PROGRAM

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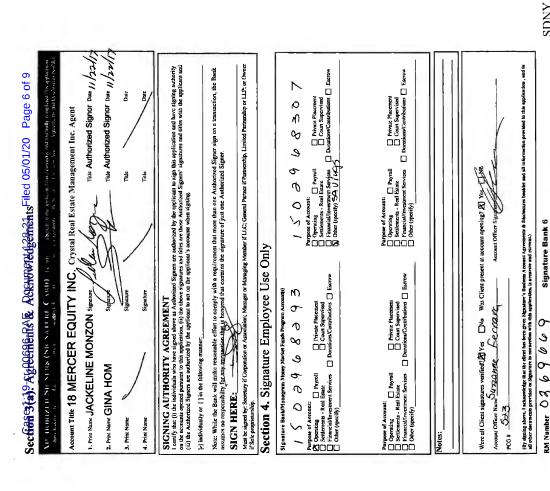
Signature Bank 5 FOIA Confidential Treatment Requested by Signature Bank

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FOIA Confidential Treatment Requested by Signature Bank

Signature Bank 6

RM Number 03



Corporate Resolution

i, the undersigned Secretary, hereby certify to Signature Bank, that at a meeting of the Board of Directors of 18 MERCER EQUITY INC. SIGNATURE BANK

the said Resolutions have been entered upon the regular minute books of the Corporation, are in accordance with the Corporation's By-Laws, 2017 the following resolutions ("Resolutions") were duly adopted, and that ("Corporation"), a corporation organized and existing under the laws of New York have not been rescinded or modified, and are now in full force and effect. duly called and duly held on the 20 day of November

RESOLVED

That Signature Bank ("the Bank") is hereby designated a depository and provider of banking services to this Corporation.

DEPOSIT RELATED AUTHORITIES

☐ Vice President ☐ Treasurer	
FULL AUTHORITY: That the authorized signer(s) with the title:	JACKBIINB INOLIZUT OF CITIA FIDIN 25 BUILDINGE SQUIDIS
7.	

(Any authority that requires more than one authorized signer to sign, or any other restriction, is subject to the terms set forth in Paragraph 5) of them are authorized to do any of the following on behalf of the Dy any 🗹 individually when signing: Corporation:

- To open deposit accounts at the Bank and sign any applications, agreements or documents relating to such accounts;
- psyment of money, and the Bank is authorized to accept such instruments, whether or not endorsed by this Corporation, it being understood that each such instrument shall be deemed to be unqualifiedly endorsed by this Corporation; To submit for deposit and/or collection for the account of this Corporation all checks, drafts, notes or other instruments for the a. To open deposit accounts at the pair, and organic b. To contract for any services offered by the Bank,
- To sign checks, drafts or other orders with respect to any funds to the credit of this Corporation, including checks, drafts or orders To make withdrawals of funds from accounts in the name of this Corporation including transfers between accounts by any in favor of any officer designated above;
 - To sign the Bank's Funds Transfer Application and other agreements, forms and/or documents relating to the wire or transfer of those authorized to initiate, approve and confirm such wires or funds transfers; To execute on behalf of this Corporation in favor of the Bank indemnities, guarantees, endorsements, assignments, receipts and funds from the Corporation's accounts at the Bank and designate in such applications, agreements, forms and/or documents means permitted by the Bank;
 - other documents related to this paragraph 2;
- Bank, this will include internal transfers, funds transfers, ACH payments/collections, Bill Pay and view balance information; and To utilize and authorize others to utilize the Bank's internet banking services with respect to the Corporation's accounts at the
- The authorities stated above shall apply to 🗹 all of the Corporations accounts or 🗌 the following accounts (and any replacement accounts) of the Corporation*

ň

To conduct any and all other lawful business with the Bank.

If all of the Corporation's accounts, input the RM# on page 3. If only specific accounts, please list them below

200011-0715

SDNY_001104

FOIA Confidential Treatment Requested by Signature Bank Signature Bank 7

I further centify that the authorized signers whose name(s) appear below are the authorized signers designated by the aforementioned resolutions and that the designated authorized signers now legally hold the offices (if applicable) which appear next to their names.

Name

Jackeline Monzon Gina Hom

Title

Authorized Signor Authorized Signor

Case 1:19-cr-00696-PAE Document 128-21 Filed 05/01/20 Page 8 of 9

THORITIES
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when signing: Corporation: (Any authority	when signing: Individually Dy any of them are authorized to do any of the following on behalf of the Corporation: Any authority that requires more than one authorized signer to zign, or any other restretion, is subject to the terms set forth in Panagraph 5.
a. To ap b. To se c. To ass d. To ex	To apply for and obtain loans, letters of credit and any other type of borrowing and to access overdraft lines of credit; to sell or discount instruments, charle paper and other contracts for the payment of money; To assign, transfer ledge or otherwise letypothecate or grant a security interest in any property of this Corporation; To execute on behalf of this Corporation in allow of the Bank indemnities, guarantees, endorsements, assignments, receipts and other documents as related to this paragraph 4.
(Applical that any internal to compl Corporal Corporal comply by Comply by Corporal Corporal Corporal Corporat	typicable to Corporations requiring more than one authorized signer to sign or any other restriction.) That the Corporation acknowledges that any signing authority requiring more than one authorized signer to sign, or any other restriction, is a statement of its own internal pulpy and not a service offered by the Bank. That the Corporation agrees that, while the Bank will make a reasonable effort to comply with this limitation, the Bank assumes no responsibility for the payment of a check, draft, or other item drawn on any Corporation account or for any withdrawal from any and account which is honored and does not abserve to the internal policy of the Corporation designated down in paragraph 2. That the Corporation further agrees to rely solely upon the designated signers to comply with its internal policy and will control the designated signers access to check, actuals, or other terms drawn on any Corporation account in order to ensure that those items will be signed in accordance with the Corporation's internal policy.
That this	That this Corporation railifies and confirms any and all transactions with the Bank made prior to the date of this Resolution.
That the complain result of whether so by an	That the Corporation agrees to release, defend and hold the Bank harmless from any and all chains, actions, causes of action, complaints, demands, liabilities and obligations (including legal and all other expenses) made against or suffered by the Bank as result of the Bank accepting and acting on a docurrent signed by or a transaction initiated, conducted, approved or confirmed, whicher in writing, only of though an electronic medium, by one of the above authorized signers or by a person authorized to do so by an authorized signer in accordance with this Resolution.
That the agreeme applicab the accor	That the Corporation agrees to be bound by the Signature Business Account Agreements and Disclosures as well as any other agreements and disclosures, such as, but not limited to, funds transfer application and internet banking terms and conditions, if applicable, delivered or made available to the Corporation from the Bank and by all notices prosted at the office of the Bank at which the account(s) of the Corporation are maintained.
That the Resoluti copy of s	In at the Bank (and any interested third party) may rely upon the authority conferred by this Resolution until such time that this Resolution shall have been revoked or modified by a subsequent resolution of the Board of Directors of this Corporation and until a ropy of such subsequent resolution has been received by the Bank, and the Bank has had a reasonable opportunity to act.

Signature Bank 8 FOIA Confidential Treatment Requested by Signature Bank Case 1:19-cr-00696-PAE Document 128-21 Filed 05/01/20 Page 9 of 9

IN WITNESS WHEREOF; I have this 20 and November 2017 subscribed my name and affixed the seal of the Corporation.

Bonnie Socretary/President if sole Officer)

Name of Secretary (or Secretary/President if sole Officer)

ATTEST

Signature of Attesting Officer

Board President

Title of ATTEST; (Sole Officer Corporations only)

If the Corporation has one or more shareholders and only one officer, then instead of an attesting officer, a shareholder should sign the following:

I certify that

Signature of Shareholder Name of Shareholder Date

Sugnature bank 9 FOIA Confidential Treatment Requested by Signature Bank

Statement Period Case 1:19-cr-00696-PAE Document 128-22 Filedh05/01/2019 Page 1 of 5

> PRIVATE CLIENT GROUP 523 485 MADISON AVENUE, 11TH FL NEW YORK, NY 10022

(646) 822-1625

18 MERCER EQUITY INC BY CRYSTAL REAL ESTATE MANAGEMENT INC. AGEN 1441 BROADWAY SUITE 5047 9-523 NEW YORK NY 10018

See Back for Important Information

Primary Account: 1502968293

AVOID BUSINESS E-MAIL FINANCIAL FRAUD! PLEASE VISIT THE "PRIVACY & SECURITY" SECTION LOCATED UNDER THE "ABOUT US" HEADING AT WWW.SIGNATURENY.COM. SELECT "BUSINESS E-MAIL COMPROMISE" TO READ THE RECENT NEWS FROM THE FEDERAL BUREAU OF INVESTIGATION REGARDING FRAUD TARGETING BUSINESSES, INCLUDING GUIDANCE ON WHAT YOU CAN DO TO REDUCE YOUR RISK OF BECOMING A VICTIM. SIGNATURE BANK BELIEVES THAT THIS IS IMPORTANT NEWS TO SHARE WITH OUR CLIENTS. WE ARE MAKING IT AVAILABLE TO YOU FOR YOUR INFORMATION AND ANY ACTION THAT YOU MAY CONSIDER APPROPRIATE.

Signature Relationship Summary Opening Bal. Closing Bal.

BANK DEPOSIT ACCOUNTS

MONOGRAM CHECKING 2,328.39-11,640.73-1502968293

> RELATIONSHIP TOTAL 11,640,73-

Statement Period Case 1:19-cr-00696-PAE Document 128-22 Filedh05/01/2019 Page 2 of 5

PRIVATE CLIENT GROUP 523 485 MADISON AVENUE, 11TH FL NEW YORK, NY 10022

(646) 822-1625

18 MERCER EQUITY INC BY
CRYSTAL REAL ESTATE MANAGEMENT INC. AGEN
1441 BROADWAY SUITE 5047
NEW YORK NY 10018 9-523

See Back for Important Information

Primary Account: 1502968293

MONOGRAM CHECKING 1502968293

Summary				
Previous Balance as of March 01 5 Credits 13 Debits Ending Balance as of March 31	, 2019		18,2 27,5	28.39- 78.00 90.34 40.73-
Deposits and Other Credits Mar 01 DEPOSIT ref# Mar 05 DEPOSIT ref# Text Tex			2,1 5,2 2,1	15.00 15.00 88.00
Withdrawals and Other Debits Mar 04 AUTOMATED PAYMENT ck/re	ef no. 7534160		1	32.62
TIME WARNER CABL CABLE P.	AY 0010110002 ef no. 8883013			39.16
Mar 29 AUTOMATED PAYMENT ck/r		.12		84.07
CON ED OF NY INTELL OF MARY 29 AUTOMATED PAYMENT CK/r	ef no. 9935813		2,0	78.66
Mar 29 OD Finance Charge				19.20
Checks by Serial Number				
Mar 29 1 18,00	0.00 Mar 07	5162	400,00	
	6.25 Mar 14	5163	3,758.29	
Mar 07 5160 1,82	1.54 Mar 14	5164	381.38	
Mar 01 5161 68	4.50 Mar 29	5 16 5	144.67	

^{*} Indicates break in check sequence

Statement Period Case 1:19-cr-00696-PAE Document 128-22 $\frac{\text{From March}}{\text{Page}}$ $\frac{01,\ 2019}{\text{Filed}}$ Page 3 of 5

PRIVATE CLIENT GROUP 523 485 MADISON AVENUE, 11TH FL NEW YORK, NY 10022

(646) 822-1625

18 MERCER EQUITY INC BY
CRYSTAL REAL ESTATE MANAGEMENT INC. AGEN
1441 BROADWAY SUITE 5047
NEW YORK NY 10018 9-523

See Back for Important Information

Primary Account: 1502968293

Daily Balances

Feb 28	2,328.39-	Mar 07	6,219.70
Mar 01	897.89-	Mar 14	2,080.03
Mar 04	1,030.51-	Mar 18	2,040.87
Mar 05	1,084.49	Mar 26	8,685.87
Mar 06	1,038.24	Mar 29	11,640.73-

Rates for this statement period - Overdraft Mar 01, 2019 $\,$ 15.250000 %

Page 33 of 256

Statement Period Case 1:19-cr-00696-PAE Document 128-22 From April 01, 2019 Page 4 of 5 Page 1:19-cr-00696-PAE Document 128-22 Filed 05/04/2019 Page 4 of 5

> PRIVATE CLIENT GROUP 523 485 MADISON AVENUE, 11TH FL NEW YORK, NY 10022

(646) 822-1625

18 MERCER EQUITY INC BY
CRYSTAL REAL ESTATE MANAGEMENT INC. AGEN
1441 BROADWAY SUITE 5047 8-523 NEW YORK NY 10018

See Back for Important Information

Primary Account: 1502968293

AVOID BUSINESS E-MAIL FINANCIAL FRAUD! PLEASE VISIT THE "PRIVACY & SECURITY" SECTION LOCATED UNDER THE "ABOUT US" HEADING AT WWW.SIGNATURENY.COM. SELECT "BUSINESS E-MAIL COMPROMISE" TO READ THE RECENT NEWS FROM THE FEDERAL BUREAU OF INVESTIGATION REGARDING FRAUD TARGETING BUSINESSES, INCLUDING GUIDANCE ON WHAT YOU CAN DO TO REDUCE YOUR RISK OF BECOMING A VICTIM. SIGNATURE BANK BELIEVES THAT THIS IS IMPORTANT NEWS TO SHARE WITH OUR CLIENTS. WE ARE MAKING IT AVAILABLE TO YOU FOR YOUR INFORMATION AND ANY ACTION THAT YOU MAY CONSIDER APPROPRIATE.

Signature Relationship Summary Opening Bal. Closing Bal.

BANK DEPOSIT ACCOUNTS

MONOGRAM CHECKING 11,640.73-1502968293 .00

> RELATIONSHIP TOTAL .00

Statement Period

Case 1:19-cr-00696-PAE Document 128-22 $\stackrel{\text{From April}}{\underset{\text{Page}}{\text{Page}}} \stackrel{\text{01, 2019}}{\underset{\text{2 of }}{\text{pled}}} \text{Page 5 of 5}$

PRIVATE CLIENT GROUP 523 485 MADISON AVENUE, 11TH FL NEW YORK, NY 10022

(646) 822-1625

18 MERCER EQUITY INC BY
CRYSTAL REAL ESTATE MANAGEMENT INC. AGEN
1441 BROADWAY SUITE 5047 8-523 NEW YORK NY 10018

See Back for Important Information

Primary Account: 1502968293

MONOGRAM CHECKING 1502968293

Summary

11,640.73-Previous Balance as of April 01, 2019 3 Credits 2 Debits 18,124.16 6,483.43

Ending Balance as of April 30, 2019

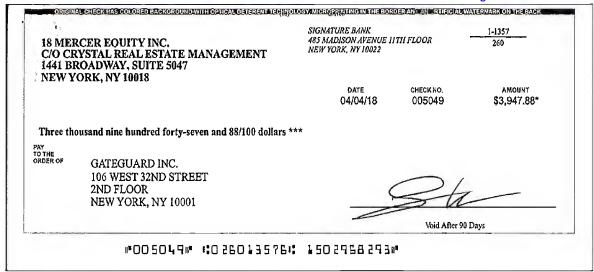
Deposits and Other Credits
Apr 01 FEE REVERSAL
Apr 01 RETURNED CHECK
Apr 09 ACH DEPOSIT T 18,000.00 104.96 TIMEWARNER4/3

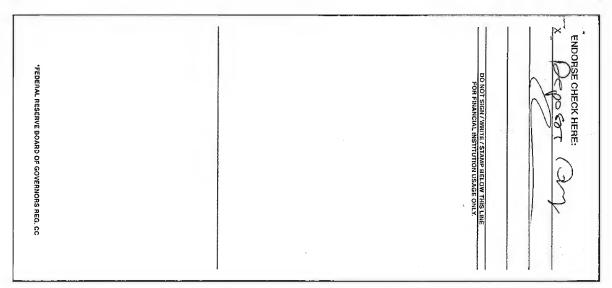
Withdrawals and Other Debits
Apr 02 PRE-AUTHORIZED WD
Apr 03 AUTOMATED PAYMENT ck/ref no. 342172
TIME WARNER CABL CABLE PAY 0010110002 SPA 6,378.47 104.96

Daily Balances Mar 31 Apr 01 11,640.73-6,378.47 Apr 03 Apr 09 104.96-Apr 02

Rates for this statement period - Overdraft Apr 01, 2019 $\,$ 15.250000 $\mbox{\$}$

A-1699





Date:04-19-2018 Account:1502968293 Amount:\$3,947.88 Serial:5049 Sequence:565778880 TR:26013576 TranCode:0 DbCr:D Pattern:1 RIC:0



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ection 1. Bu							,
esines Formation: Corporation Sale Prop	()L) ()Trus	[]U.r . □00-r	Θис	☐ Particus (A.p.	Noomcorp Az	par in ion	
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coveri Trile Contry	Manageimo	ent LLC A/A/F "S	See Account School	dule for Multiple A	ccounts"	•	
Address 1499	Coney late	ind Avenue	Room/Floor	No.	No. Of Yours	N Addres 5	
a Brooklyn			San NY		Zip 11230		
clephore No. (718) 3 mount Consum inval Heas	38-2010		•	18) 338-7800 To Business	Disco Phone ? (frit) \$28-2010	الهاسرا	
inco Errail Address 17	h@сопеу/	eaity.com	,				
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dentry: [2] Real Enter O AccountingCPA Firm		Real Course Third	Anny Nom 🔲	learnedigy@cires Mi			
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144 19 Cr. 696 (PAE) · Case 1:19-cr-00696-PAE Document 128-24 Filed 05/01/20 Page 2 of 7

Section 1(c). Signers/Beneficial Owners

Note: Beneficial owners owning 20% or greater of a US formed business (10% or greater for non-US farmed businesses) are required in he listed below.

A copy of a valid photo ID is required for all listed. All the names listed will be verified by Chex Systems.

Name PETER E REBENWURZEL		SS#		Date of Birth 08/05/1952
Check all that apply: Officer Signer	Beneficial Owner	ID # 316 849 087		Exp. Date 08/05/19
Title/Role MEMBER	% Ownership 50	ID Type; [] Driver's Lic	ense Non-thirer's l	icense Possport (Hiter
7 US Citizen US Resident Alien	Non-Resident Alien	State or Country of I	O Issuance NY	
Home Address 1499 CONEY ISLAND AVEN	UE			
Are you now or have you ever been a Foreign Publ	tic Official ar an immediate far	nily member of an indi	hidual holding such	au office? Yes V No
If yes, please specify:				
Bank Use Only		Bank Use Only	Commission	7 On File
RM Number 0 0 1 3	4 3 9	Chex Sysienis OFAC ID	Completed Completed Attached	On File On File
Name MICHAEL HAAS		SS#		Date of Birth 01/31/1975
Check all that apply: Officer Signer	Beneficial Owner	ID# 178 960 794	4	Exp. Date 01/31/2021
Title Role MEMBER	% Ownership 50	10 Type: Driver's La	cense Non-Ormer's	License Posspan Denher
✓ US Citizen US Resident Aften	Non-Resident Alien	State or Country of I	ID Issuance NY	
Home Address 1499 CONEY ISLAND AVEN	-	30		
Are you pow or have you ever been a Foreign Pub- if yes, please specify:	dic Official or an immediate for	mily member of an ind	ividual holding such	anoffice? Yes 2 No
Bank Use Only		Bank Use Only	□ #Tompleted	(7) Un File
		Chex Systems OFAC	☐ Completed	On File
RM Number 0 1 3 8	1.79	1D	Attached	On File
Name EPHRAIM NIERENBERG		\$\$ #		Date of Birth 01/31/1963
Check all that apply: Officer Signer	☐ Beneficial Owner	10 4 924 006 444		Exp. Date 01/31/2018
Title/Role SIGNER	% Ownership 0	ID Type: Driver's Li	icense Non-Driver's	License Passpurt (Cither
☑ US Citizen ☐ US Resident Alien	Non-Resident Alien	State or Country of	ID Issuance NY	
Home Address 966 E 23 ST BROOKLYN, N	Y 11210			
Are you now or have you ever been a Forcien Pul If yes, picase specify:	olic Official or an immediate fo	mfly member of an Ind	lividual holdine suc	i su other! [] Yes [/] Fo
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		254		Date of Birth
. Name	El Buneficial Avener	ID 4		Exp. Date
Check all that apply: Officer Signer			irene Nan-Driver's	License Passport Cilling
Title/Role	% Ownership	State or Country of		
US Citizen US Resident Alien	Non-Resident Alien	State of Cattally of	and thirthy light	
Home Address	atio Official and a large flag.	member of an inc	dividant halding suc	h an office? Yes No
Are you now or have you ever been a Foreign Pull If yes, please specify:	blic Outers or an immediate is	ann meanach ar strine	NI STATE OF THE PARTY OF THE PA	
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		Chex Systems OFAC	Completed Completed	On File
RM Number	•	1D	Attached	On File
	Signature			SDNY 001108

20696-PAE Document 128-24 Filed 05/01/20 Page 3 of 7

Section 2. Account Mailing Address

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Account Mailing Address (complete enty for atternal	 	Mirens	
Ω	ere		
City	7,0	•	
	, t	State	Zip
•			
ection 2(a). Account Type	1.7		
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Signature Plat For Business Charters	(Anna)	Hanespeen Escrete Account	Managram Managi Manlar Funds Program (Sporty Each Indon)
TI IDLA	Sub-sections	□ 1031 Faces	
Manageur Business Insulant Manage Market Carlot Account	Con-Arrange	Attacety Excess	□ os=
Tiene Degrees Description			
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ection 2(b) ATM Card/Dal	His Ca	-d Oe.	
ection 2(b). ATM Card/Del		ra Option	p. Only available for businesses requiring only one anthurized signer.
• •). .	•	
] ATM card requested. [] Ochit card requested. () facilit	er bos is sei	istant, no card will be insured)	
ÁSI ell amentas to receive a count;	<u>;: </u>	NIA	
i intercentiantal ATM activity anticipated? 🔲 Yes 🔲 No	Mars eles	- mes where	VIA
	, <u></u>	- mm webs	
ection 3. Internet Services			
Would like internet access to the accounts like internet Address:	11	·	
ection 4. Agreements & Ac	know	ledgements	Client initial required.
Tentrery posters	-		
PE STORETHER BANK ACCOUNTS	n .		o up a e
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retred, read and agree to the Budhaw Bank Deposit Amount Agrees Thi Cord and Dalah Card Agreement, Destron Associat Foo Schoolsh	Ca. Beriner	والملاجمة بالمحاجمة	COR DE CO Minustrore Monte Market Frank Samuel C. C. C.
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	.]		41H44196645123410147.81E 64HH4



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Section 4(a). Agreements & Acknowledgements

ACTIORIZED SINN ES (S. A. LIB	Carrie			
There were been parted to the party	C (() ()		the composition of the control of th	
Account Title Coney Management!	LC NAF	See Account Sc	hedule for Multip	ole Accounts"
Peter E Rebenwurzel	Signature Police	Lymado L	™ Member	00 1/2/15
Z man Michael Haas	Signaso Illus	11/1		Dars 1/2/15
3. Proc Name Ephraim Nierenberg	Signamen	55	Tide Signer	Date 1/2/15
4. Print Name	2 Barre		Tile	Pate
SIGNING AUTHORITY AGREEM 1 certify that (i) the individuals who have signed above on the accounts opened pursuant to this application, (ii) (iii) the Authorized Signers are authorized by the applic	S Authorited Signess ero : The above classic way and :		on right dies abbilitation and p	or signing ambunity
Mindvidually or () is the following manner:	100			-
Note: While the Bank will make reasonable effort to assumes no responsibily for my transaction that is	producted that contains the	र क्षित्रकार्वेषु विद्यालक प्रमुक्ते हर्ग क्षेत्र व्यक्तक व्यक्त क्षेत्र	parized Signer algo on a un prized Signer.	Sign
SIGN HERE: PETER RESENA	DEDEC PIN	Marine		Her
Most be signed by: Secretary if Corporation or Attorised on Windship.	Manager or Monaging Me	mber if LLC; General Partner	if Paracodip, Limited Person	ship or LLP; or Owner
Section 5. Signature Empl	oyeë Use On	ly		
Superity Private Pri	cortoid maiori Eurow	Sentemores - Real Est Francial/Investment Other (specify)	Bervices Donations/Coo	Photocon Photoc
	11.			· ·
CAAR Attended				
Chex Systems	<u> </u>	OFAC Z Co No Ressau: CORRESTOR SIgnature L Upproving Officer Signature		
By deping should endowed the the effect has been give other deceasing provided to Digman to consection with a	negra rare's Electrica Action bernalitation is reservate and a	HARMONIA Disclosing bearings)	the and all information provides	In this application, and in all

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SIGNATURE BANK

Additional Account(s) Supplement to **Business/Non-Personal Account Application**

SIGNATURE USE ONLY

Signature Bank/Monogram Money Market Funds Program Accounts

5 0 3 22 65 33 150 322 65 25

RM Number

0265553



Case 1:19-cr-00696-PAE Document 128-24 Filed 05/01/20 Page 6 of 7

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- 2	•	•
- 1	Ц	3
	۰	•

This Supplement Schedule is being provided to Algorithme Bands by Coney Management LLC on the date listed below in extendence with the interdeted September 17, 2014 between Signature Bands and Coney Management LLC to assend the Schedule uttached to that letter to include the following Accounts:

Account This	Account Number	Corporate	Company's TIN	Building Address
518 West 204 Util Corney Management U.C		518 West 204 U.C	277 B205	518 W2047H STR NOW WHENT H
IS WEST DOUBLE IN	(50 111625	SIR LOOSH BOY LAC	2422332	
Carry Court Com	150 3334133 Pary			TOWN YOUR NY 10034
	1			
Peter E Robinseurael, Meaniter		Date	09/19	J2017
	ne costonner has been give er documente provide ed to	en Signature's Business Account Agre	ements & Disclosure	s Bookiet and all there profile information
Peter E Robe neverzel, Member By signing below, I aptonochodge that the	er documents provided in	en Signature's Business Account Agre	ements & Disclosure	s Bookiet and all there profile information

#0265553

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Case 1:19-cr-00696-PAE Document 128-24 Filed 05/01/20 Page 7 of 7

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Sea lary	SICNATION	SENTERS AND PROPERTY OF MINISTERS OF THE SERVICE OF
		RinlingAgreement
		9/20/17
THIS MANAGING AGEN	T BANKING AGREEMENT (this "ARI	rempir) is made as of
Corun II	anagement	(Managing Agent), 1
Corporation Minite	d liability company 🔲	(nther), (Managing Agent) and 519 WEST 204 UC. a
Corporation Timite	d liability company 🔲	(uther). ("Ovener").
	Floris	204th street New York ny 10034 raulding)
Owner is the inviter of the p The Owner and Managing A	roperty located at	which Managing Agent has agreed to namage the Building for Owner (Managing Agent Agreement).
- "	•	nt to authorize the Managing Agent to open at Signature Bank ("Bank") one or more accounts for
the benefit of Owner ("Acer the Owner or Managing Ag	ounts"), to sign all Account opening de tent and to make withdrawals from ou	octionents, to deposit into such Accounts funds relating to the Building that are payable to either di Accounts to pay Building expenses and make other payments relating to the Building. Owner ion manker, which has been on will be delivered to the Bank.
The Owner authorizes the	Bank to recognize the actions or direct	tions of any person or persons designated by the Managing Agent to do the following:
 Contract for any service 		uging Agent as managing agent for the Owner ("Account") at the Bank: can Account and the Bank may debit one Account for any fees related to such services in any
Account;	•	necks, drafts, mores or other instruments for the payment of money payable to the Owner, the
Managing Agent on b	ichalf of the Owner or the Managing A	igent ("Checks"), which the Bank is authorized to accept whether or not endorsed by the Owner,
the Managing Agent of unqualifiedly endome	ar any of the person or persons design of by the Owner:	ated by Managing Agent, it being undersum that each such Check shall be deemed to be
d. Deposits of currency t	lo the Account;	hading of the beauty of the second of the se
designated by the Mai	naging Agent, and issue stop payment	lading Checks or orders in favor of the Managing Agent or any of the person or persons Instructions with reference to any such Check or order; and
. Withdraw funds from	an Account or transfer finds between	a Ascumuta, by any means antisorized by the Bank.
To inchice the Bank to pern	til the Managing Agent to open and n	raintain the Accounts in accordance with this Agreement, Owner agrees that it will not
oring any cizion, demand, c ransaction by the Mananin	complaint, action or highligh against (18 Agent relating to the Accounts, exce	or regarding the Bank with respect to any Check deposited the Accounts or any other opt for the Bank's gross negligence or willful misconduct. This paragraph shall enryive the
temination of this Agreem	ieni.	he are not a new before at a new mercannetter and beneficially to an attached and
The authorization under th	iis agreement shall remain in effect u	offi written notice is received from either the Owner or the Managing Agent by the Bank, which
notice has been directed to	o the Private Client Group managing	the Account relationship at the Bank's Phancial Center where the Account is because and then
Agent shall have no furthe	t control over or access to the Accoun	e. Upon termination of life Agreement, the Owner and Managing Agent agree that the Managing us. The Bank may, in its sole discretion, close the Account (i) after 30 days written inities or (ii)
inmedialely upon written	notice in the event of auspected fraud	or other illegal activity in connection with the Account the Bank becomes obligated to close the
balance. This Agreement s	half be interpreted and construed in a	ititisticative order or decree, and send to the Owner a check payable to the Owner for the Account considence with the laws of the State of New York, without regard to the principles of conflict of
laws thereof, and any applic	cable Federal law.	
IN WITHESSED WHEREC	OF. on day of september 20)	the Owner and Managing Agent has each executed this Agreement,
OWNER		MANAGING AGENT
POTER COSO	VWUR TEL	OFTER DOBAN A. (22)
Print Owner Name		Print Janating Agent's Wante
y Tokulo X	March To	er to hundern ful
Lithorized Signer's signati	-	
		Allienveu Signer & Ingnaline
	es er wur var priver	1 - 1 0 M P 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Name/Tile: PETER R	es ar wur and owner	Name (Title: PUTER POBEN WUREL) AFONT
Name/Title: LETER L Print Authorized Signer's N	BOWWILTER PHINES	Name (Title: PUTER POBEN WUREL) AFONT
Name/Title: LETER L Print Authorized Signer's N	es ar wur and owner	Name/Title: PUTER PEBEN WURSEL AFENT Print Authorized Signer's Name/Title
Name/Title: LETER L Print Authorized Signer's N	BOWWILTER PHINES	Name (Title: PUTER POBEN WUREL) AFONT
Name/Title: LETTER L Print Authorized Signer's N * Must be signed by manage STATE OF NEW YORK)	BOWWILTER PHINES	Name (Title: PUTER POBEN WUREL) AFONT
Name/Title: LETTR L Print Authorized Signer's N * Must be signed by manage STATE OF NEW YORK) COUNTY OF LANGE	SS:	Name (Title: PUTER POBEN WUREN) AFTEN Print Authorized Signer's Name (Title Total Juny and by partner if pursuership.
Name/Title: LETTER L Print Authorized Signer's N * Must be signed by manage STATE OF NEW YORK) COUNTY OF L On this L Gay of Lety	SS: 2 Thefere me nexunally appeared.	Name (Title: POTER DOBON WARROW) AFONT Spirit Authorized Signer's Name (Title 100 100 100 100 100 100 100 100 100 10
Name/Title: LETER L Print Authorized Signer's h * Must be signed by manage STATE OF NEW YORK) COUNTY OF K S On this L day of Leteration to the country of the country	ser (or member if not manager) if limit SS: 20 1 before me personally appeared the individual whose mane is subserting	Name (Title: PUER PUBLISHED) AFTER Name (Title: PUER PUBLISHED) AFTER Name (Title: PUER PUBLISHED) Name (Title: PUER PUBLIS
Name/Title: BTCR R Print Authorized Signer's h * Must be signed by manage STATE OF NEW YORK) COUNTY OF Lay S On this 1 day of 2 On this 1 day of 2 on this 2 day of 2 on behalf of the Owner, and	SS: 20 Defore me personally appeared the individual whose mann to subscrit orized signer of the Owner that auch it due said hid vidual duly acknowledge.	Name (Title: PETER DEBON WARE) AFONT Spirit Authorized Signer's Name (Title 100 100 100 100 100 100 100 100 100 10
Name/Title: LETTR L Print Authorized Signer's N * Must be signed by manage STATE OF NEW YORK) COUNTY OF LANGE On this L day of Letter satisfactory evidence. Note individual signed as an auth on behalf of the Owner, and	SS: 20 Defore me personally appeared the individual whose mann to subscrit orized signer of the Owner that auch it due said hid vidual duly acknowledge.	Name (Title: PUER PUBLISHED) AFTER Name (Title: PUER PUBLISHED) Name (Title: PUER PUER PUBLISHED) Name (Title: PUER PUBLISH
Name/Title: LETT L Print Authorized Signer's N * Must be signed by manage STATE OF NEW YORK) COUNTY OF LAST On this Last day of Lett satisfactory evidence, to be individual signed as an author behalf of the Owner, and	SS: 20 Defore me personally appeared the individual whose mann to subscrit orized signer of the Owner that auch it due said hid vidual duly acknowledge.	Name (Title: PUTER PUBLIC AFTER) Point Authorized Signer's Name (Title: A Company and by partner if purposed in. A Company and by partner if purposed in. A Company and by partner if purposed in. A Company and by partner if purposed in the on the basis of sed in the above Agreement either as Owner or as authorized signer of the Owner and if the order in the basis of the owner and if the
Name/Title: LETER L Print Authorized Signer's h * Must be signed by manage STATE OF NEW YORK; COUNTY OF LAST On this Last day of Lett satisfactory evidence, to be individual signed as an author behalf of the Owner, and	ser (or member if not manager) if limit SS: 20 Defore me personally appeared the individual whose name is subscrit to introduction or of the Owner that such it dive said individual duly acknowledge the said Owner.	Name (Title: PEER PEBEN WARRE) AFEN Sprint Authorized Signer's Name (Title: Per
Name/Title: LETTR L Print Authorized Signer's N * Must be signed by manage STATE OF NEW YORK) COUNTY OF LAST On this Last day of Letter satisfactory evidence, to be individual signed as an author on behalf of the Owner, and of and with the multority of	SS: 20 Defore me personally appeared the individual whose name is subscrit our seed algerer of the Owner that such it dive said individual duly acknowledge the said Owner. ELADIA ROLO	Name (fille: PEER PEBEN WARRE) After String Authorized Signer's Name (fille permeasure). The permeasure of the string and known to me, or proved to me on the basis of sed on the above Agreement either as Owner or as authorized signer of the Owner and if the individual has, or has been given, the title stated above and the authority to sign the Agreement of to me that he/she executed the above Agreement either as the Owner or for and on behalf
Name/Titlet LETTER L Print Authorized Signer's N Must be signed by manage STATE OF NEW YORK; COUNTY OF LAST On this L day of Lett ratisfactory evidence, to be individual signed as an author on beliaff of the Owner, and of and with the multority of	state of the said individual duly acknowledge the said individual whose name is subscribed the said individual whose name is subscribed the said individual duly acknowledge in the said individual whose name is subscribed in the said individual whose name is subscribed in the said individual whose name is subscribed in the said individual duly acknowledge in the said in	Name (Title: LEEP LOBEN WARD) After Spint Authorized Signer's Name (Title: Action and by partner if purposability. Action and by partner if purposability. Action the above Agreement either as Owner or as authorized signer of the Owner and if the midridnal has, or has been given, the title stated above and the authority to sign the Agreement either as the Owner or for and on behalf Now York Now York
Name/Title: ETCR R Print Authorized Signer's h * Must be signed by manage STATE OF NEW YORK; COUNTY OF LASS On this L day of R satisfactory evidence, tobbe satisfactory evidence, tobbe individual signed as an authority of and with the authority of Notary Public	ser (or member if not manager) if limit ser (or member if not manager) if limit ser 2d Defore me personally appeared the individual whose mane to subscrit ortized signer of the Owner that such if the said Owner. ELADIA ROLOI NOTARY PUBLIC, State of No. 01 RO63407 Ougliffed in Kinos Co	Name (Title: PEEP PEEP WARE) After Spint Authorized Signer's Name/Title: Peep Peep Ware (Signer's Name/Title: Spint Authorized Signer's Name/Title: The Peep Peep Ware (Signer's Name/Title: Spint Authorized Signer's Name/Title: Spint Authorized Signer's Name (Signer) The Peep Peep Ware (Signer's Name (Signer) The Peep Peep Peep Ware (Signer) The Peep War
Name/Title: LETTE L Print Authorized Signer's N Must be signed by manage STATE OF NEW YORK; COUNTY OF LASS On this L day of Letter satisfactory evidence, to be individual signed as an authorized of and with the authority of Notary Public	state of the said individual duly acknowledge the said individual whose name is subscribed the said individual whose name is subscribed the said individual duly acknowledge in the said individual whose name is subscribed in the said individual whose name is subscribed in the said individual whose name is subscribed in the said individual duly acknowledge in the said in	Name (Title: LEEP PERN WARE) After String Authorized Signer's Name (Title: Pern Authorized Signer's Name (Title: Pern Authorized Signer's Name (Title: Pern Authorized Signer) and by partner if purposability. All the pern and by partner if purposability to me, or proved to me on the basis of sed on the above Agreement either as Owner or as authorized signer of the Owner and if the individual has, or has been given, the title stated above and the authority to sign the Agreement dit to me that he/she executed the above Agreement either as the Owner or for and on beliaff Now York 96 96 96
Name/Title: LETTE L Print Authorized Signer's N Must be signed by manage STATE OF NEW YORK; COUNTY OF LASS On this L day of Letter to the country of last side and authority of and with the authority of Notary Public	ser (or member if not manager) if limit ser (or member if not manager) if limit ser 2d Defore me personally appeared the individual whose mane to subscrit ortized signer of the Owner that such if the said Owner. ELADIA ROLOI NOTARY PUBLIC, State of No. 01 RO63407 Ougliffed in Kinos Co	Name (Title: LEEP PEBN WARE) After String Authorized Signer's Name (Title: Person Authorized Signer's Name (Title: Person Authorized Signer's Name (Title: Person Authorized Signer) and by partner if pursue ship. All provides to me, or proved to me on the basis of sed on the above Agreement either as Owner or as authorized signer of the Owner and if the individual has, or has been given, the title stated above and the authority to sign the Agreement dit to me that he/she executed the above Agreement either as the Owner or for and on beliaff New York 96 96 96
Name/Title: LETTE L Print Authorized Signer's h * Must be signed by manage STATE OF NEW YORK; COUNTY OF LASS On this L day of Port satisfactory evidence, toby individual signed as an authorized and with the authority of Notary Public	ser (or member if not manager) if limit ser (or member if not manager) if limit ser 2d Defore me personally appeared the individual whose mane to subscrit ortized signer of the Owner that such if the said Owner. ELADIA ROLOI NOTARY PUBLIC, State of No. 01 RO63407 Ougliffed in Kinos Co	Name (Title: LEEP PEBN WAPER) After String Authorized Signer's Name (Title: Permanent). All Authorized Signer's Name (Title: Permanent). All Authorized Signer's Name (Title: Permanent). All Authorized Signer's Name (Title: Permanent). And in the above Agreement either as Owner or as authorized signer of the Owner and if the individual has, or has been given, the title stated above and the authority to sign the Agreement of to one that he/she executed the above Agreement either as the Owner or for and on behalf Now York 96 96 96 96
Name/Titlet/BTER L Print Authorized Signer's h * Must be signed by manage STATE OF NEW YORK) COUNTY OF Lay J On this L day of Let- satisfactory evidence, to be individual signed as an author on behalf of the Owner, and on behalf of the Owner, and of and with the authority of	SS: 20 Defore me personally appeared the individual whose manne is subscritionized signer of the Owner that such it dive said hidridual duly acknowledge the aid Owner. ELADIA ROLOG NOTARY PUBLIC, State of No. 01 RO63407: Qualified in Kings Co Commission Expires April	Name (Title: LEEP PERN WARE) After String Authorized Signer's Name (Title: Pern Authorized Signer's Name (Title: Pern Authorized Signer's Name (Title: Pern Authorized Signer) and by partner if purposability. All the pern and by partner if purposability to me, or proved to me on the basis of sed on the above Agreement either as Owner or as authorized signer of the Owner and if the individual has, or has been given, the title stated above and the authority to sign the Agreement dit to me that he/she executed the above Agreement either as the Owner or for and on beliaff Now York 96 96 96

Statement Period

Case 1:19-cr-00696-PAE Document 128-25 To Filed 05/01/2001 Page 1 of 18

PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

9-204

See Back for Important Information

Primary Account: 1503226525

AVOID BUSINESS E-MAIL FINANCIAL FRAUD! PLEASE VISIT THE "PRIVACY & SECURITY" SECTION LOCATED UNDER THE "ABOUT US" HEADING AT WWW.SIGNATURENY.COM. SELECT "BUSINESS E-MAIL COMPROMISE" TO READ THE RECENT NEWS FROM THE FEDERAL BUREAU OF INVESTIGATION REGARDING FRAUD TARGETING BUSINESSES, INCLUDING GUIDANCE ON WHAT YOU CAN DO TO REDUCE YOUR RISK OF BECOMING A VICTIM. SIGNATURE BANK BELIEVES THAT THIS IS IMPORTANT NEWS TO SHARE WITH OUR CLIENTS. WE ARE MAKING IT AVAILABLE TO YOU FOR YOUR INFORMATION AND ANY ACTION THAT YOU MAY CONSIDER APPROPRIATE.

Signature Relationship Summary Opening Bal. Closing Bal.

BANK DEPOSIT ACCOUNTS

MONOGRAM CHECKING 51,900.12 45,960.71 1503226525

> RELATIONSHIP TOTAL 45,960.71

> > GOVERNMENT **EXHIBIT** 145 19 Cr. 696 (PAE)

Statement Period Case 1:19-cr-00696-PAE Document 128-25 To Filed: 05/01/2019 Page 2 of 18

PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

9-204

See Back for Important Information

Primary Account: 1503226525

MONOGRAM CHECKING 1503226525

Summary			
3 2	s Balance as of January 01, 20: 0 Credits 6 Debits Balance as of January 31, 20:		51,900.12 57,287.38 63,226.79 45,960.71
Deposits	and Other Credits		
		. 1961663	1,850.00
	518 WEST 204 LLC SETTLEMENT	000005214398677	, -
	002 00000000001850009000253298		
Jan 02	ACH DEPOSIT ck/ref no		2,136.59
	518 WEST 204 LLC SETTLEMENT	000005195402001	
	002 000000000002136599000253298		
Jan 02		. 1889017	5,187.81
	NYCHA SECTION 8 NYCHA-PROD	6803935	
Jan 03	ACH DEPOSIT ck/ref no		22.21
Jan 03	VANCO PAYMENTS GATEWAY ACH DEPOSIT ck/ref no	XX1V420M1283V5 2136157	621.50
Jan US	518 WEST 204 LLC SETTLEMENT	000005226208897	021.30
	005 0000000000005047929000253298	0000003220208097	
Jan 03	ACH DEPOSIT ck/ref no	2136156	4,426.42
0411 03	518 WEST 204 LLC SETTLEMENT	000005220600561	1/120:12
Jan 04	ACH DEPOSIT ck/ref no		388.05
	518 WEST 204 LLC SETTLEMENT	000005239722153	
	005 000000000002238059000253298		
Jan 04	ACH DEPOSIT ck/ref no	2305367	1,850.00
	518 WEST 204 LLC SETTLEMENT	000005234034305	
Jan 07	ACH DEPOSIT ck/ref no	2407500	473.35
	518 WEST 204 LLC SETTLEMENT	000005250455077	
	005 000000000002984129000253298		
Jan 07	ACH DEPOSIT ck/ref no		2,510.77
	518 WEST 204 LLC SETTLEMENT	000005245554529	

Statement Period Case 1:19-cr-00696-PAE Document 128-25 To Filed: 05/01/2001 Page 3 of 18

PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

9-204

See Back for Important Information

				Primary Account:	1503226525	21
Jan 08	ACU DEDOCTE	ck/rof no	2552527			344.00
tan to	ACH DEPOSIT 518 WEST 204 LLC SE	CTTLEMENT	000005265354569			344.00
	005 000000000005120859	000253298				
Jan 08		ck/ref no.	2552536			4,776.85
	518 WEST 204 LLC SE	CTTLEMENT	000005257110297			
Jan 08	ONLINE TRANSFER CR					3,650.00
	ONLINE XFR FROM: 15033					
Jan 09		ck/ref no.				388.20
	518 WEST 204 LLC SE 002 0000000000000388209		000005270256825			
T 10		ck/ref no.	0021740			1 100 00
Jan 10	518 WEST 204 LLC SE		000005277060277			1,180.00
	002 000000000001180009		000003277080277			
Jan 11		ck/ref no.	2980117			3,328.25
oun II	518 WEST 204 LLC SE	CTTLEMENT	000005281342405			3,320.23
	005 000000000007573259	2000253298				
Jan 11	ACH DEPOSIT 518 WEST 204 LLC SE	ck/ref no.	2980116			4,245.00
	518 WEST 204 LLC SE	ETTLEMENT	000005279458793			
Jan 14	ACH DEPOSIT 518 WEST 204 LLC SE ACH DEPOSIT	ck/ref no.	3064622			1,162.72
	518 WEST 204 LLC SE	CTTLEMENT	000005287494217			
Jan 14	ACH DEPOSIT	ck/ref no.	3064623			2,150.00
	518 WEST 204 LLC SE		000005287626977			
7- 15	005 000000000003312729		2050275			4 500 00
Jan 15	ACH DEPOSIT 518 WEST 204 LLC SE	ck/ref no.	3250375 000005295352689			4,500.00
	002 000000000004500009		0000003295352689			
Jan 16		ck/ref no.	3363063			609.50
Uan IV			000005300405137			009.50
	002 0000000000000609509		000000000000000000000000000000000000000			
Jan 17			3476820			81.86
	ACH DEPOSIT 518 WEST 204 LLC SE	ETTLEMENT	000005305266425			
Jan 17	ACH DEPOSIT	ck/ref no.	3476821			141.70
	518 WEST 204 LLC SE		000005305338997			
	005 000000000000223569					
Jan 22		ck/ref no.				473.35
			000005314796977			
- 00	002 00000000000473359	9000253298	2000000			507.50
Jan 23	ACH DEPOSIT 518 WEST 204 LLC SE	CK/rei no.	3889069 000005321288641			537.50
	DIS WEST ZU4 LLC SE	STILEMENT	000000321288641			

Statement Period Case 1:19-cr-00696-PAE Document 128-25 to Filed 05/01/2019 Page 4 of 18

PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

9-204

See Back for Important Information

						Primary Account:	1503226525	21
Jan	23	ACH DEPOSIT	ck/ref no.	3889070				1,750.00
· · · · · ·		518 WEST 204 LLC						1,,00.00
		005 000000000002287						
Jan	28		ck/ref no.	4309938				1,075.00
		518 WEST 204 LLC	SETTLEMENT	000005337719769				
		002 00000000001075						
Jan	29		ck/ref no.					5,017.25
		518 WEST 204 LLC		000005347920841				
		002 00000000005017						
Jan	30		ck/ref no.					609.50
		518 WEST 204 LLC		000005354100717				
		005 000000000002409						
Jan	30	ACH DEPOSIT	ck/ref no.	4562535				1,800.00
		518 WEST 204 LLC	SETTLEMENT	000005350792433				
Mitho	dwarr	als and Other Debits						
		ONLINE TRANSFER DR						2,700.00
Uali	UZ	ONLINE XFR TO: 1502	102776					2,700.00
Tan	1.0		AYMENT					25,815.38
Çan	TO		00337	28				23,013.30
.Ton	1 4	AUTOMATED PAYMENT	ck/ref no.	3051737				222.54
van	1.1	CON ED OF NY	INTELL CK	481117044500064				222.01
Jan	16	AUTOMATED PAYMENT						253.78
Oun	10	TIME WARNER CABL	CABLE PAY	0010334395 SPA				2001.70
Jan	16	AUTOMATED PAYMENT						3,328.25
		518 WEST 204 LLC	RETURN	000005299574345				-,
Check		7 Serial Number						
Jan	18	515	447.48	Jan 18	536	315.74		
Jan		518 * 5 21 *	244 97	Jan 17	537	100.00		
Jan		521 *	2,180.00	Jan 16	538	5,000.00)	
Jan		526 *	100.00	Ja n 22	540 *	832.91		
Jan		527	4,000.00	Jan 31	541	144.00		
Jan		528	93.38	Jan 25	542	1,995.00		
Jan		529 531 *	4,550.00	Jan 25	544 *			
Jan		531 *	93.38 4,550.00 875.00 93.05	J a n 31	545	305.00		
Jan		532	93.05		546	217.75		
Jan		534 *	8,059.02	Jan 25	549 *	766.50)	
Jan	16	535	577.04					

^{*} Indicates break in check sequence

PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

9-204

See Back for Important Information

Primary Account: 1503226525

Daily Balance	3		
Dec 31	51,900.12	Jan 16	40,483.93
Jan 02	58,374.52	Jan 17	40,607.49
Jan 03	60,919.68	Jan 18	39,844.27
Jan 04	63,064.35	Jan 22	38,609.71
Jan 07	62,048.47	Jan 23	40,897.21
Jan 08	70,819.32	Jan 25	38,125.71
Jan 09	71,207.52	Jan 28	39,200.71
Jan 10	46,572.14	Jan 29	44,000.21
Jan 11	54,145.39	Jan 30	46,409.71
Jan 14	52,685.57	Jan 31	45,960.71
Jan 15	57,092.52		

Rates for this statement period - Overdraft Jan 01, 2019 $\,$ 15.250000 %

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PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

9-204

See Back for Important Information

Primary Account: 1503226525

AVOID BUSINESS E-MAIL FINANCIAL FRAUD! PLEASE VISIT THE "PRIVACY & SECURITY" SECTION LOCATED UNDER THE "ABOUT US" HEADING AT WWW.SIGNATURENY.COM. SELECT "BUSINESS E-MAIL COMPROMISE" TO READ THE RECENT NEWS FROM THE FEDERAL BUREAU OF INVESTIGATION REGARDING FRAUD TARGETING BUSINESSES, INCLUDING GUIDANCE ON WHAT YOU CAN DO TO REDUCE YOUR RISK OF BECOMING A VICTIM. SIGNATURE BANK BELIEVES THAT THIS IS IMPORTANT NEWS TO SHARE WITH OUR CLIENTS. WE ARE MAKING IT AVAILABLE TO YOU FOR YOUR INFORMATION AND ANY ACTION THAT YOU MAY CONSIDER APPROPRIATE.

Signature Relationship Summary Opening Bal. Closing Bal.

BANK DEPOSIT ACCOUNTS

MONOGRAM CHECKING 45,960.71 43,250.74 1503226525

> RELATIONSHIP TOTAL 43,250,74

Statement Period Case 1:19-cr-00696-PAE Document 128-25 To Filed: 05/01/2019 Page 7 of 18

PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

9-204

See Back for Important Information

Primary Account: 1503226525

MONOGRAM CHECKING 150322**6**525

Summary			
2 2	is Balance as of February 01, 20 22 Credits 11 Debits Balance as of February 28, 20		45,960.71 49,193.26 51,903.23 43,250.74
Deposits	and Other Credits		
		o. 47446 3 2	5,125.45
	NYCHA SECTION 8 NYCHA-PROD	6830921	-,
Feb 01	ACH DEPOSIT ck/ref n	o. 4902632	7,225.83
	518 WEST 204 LLC SETTLEMENT	000005362382405	
	002 000000000007225839000253298		
Feb 04	ACH DEPOSIT ck/ref n		139.30
	VANCO PAYMENTS GATEWAY	XX1V42RD14WTNQ	
Feb 04		0. 4993530	5,519.68
	518 WEST 204 LLC SETTLEMENT	000005376544037	
	002 00000000005519689000253298		0.400.05
Feb 05	ACH DEPOSIT ck/ref n		2,128.25
	518 WEST 204 LLC SETTLEMENT 002 0000000000002128259000253298	000005397901029	
Fob 06	ACH DEPOSIT ck/ref n		378.21
reb oe	518 WEST 204 LLC SETTLEMENT	000005416247713	3/0.21
Feb 06	ACH DEPOSIT ck/ref n		3,261.55
100 00	518 WEST 204 LLC SETTLEMENT	000005417982821	3/201.33
	005 000000000003639769000253298		
Feb 07	ACH DEPOSIT ck/ref n		174.00
	518 WEST 204 LLC SETTLEMENT	000005424321081	
Feb 07	ACH DEPOSIT ck/ref n	o. 5409705	388.05
	518 WEST 204 LLC SETTLEMENT	000005425467541	
	007 000000000002112059000253298		
Feb 07	ACH DEPOSIT ck/ref n		1,550.00
	518 WEST 204 LLC SETTLEMENT	000005424256105	

Statement Period From February 01, 2019 Case 1:19-cr-00696-PAE Document 128-25 To Filed: 05/01/2001 Page 8 of 18

PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

9-204

See Back for Important Information

				Primary Account: 1503226525	15
Feb	80	ACH DEPOSIT ck/ref no. 518 WEST 204 LLC SETTLEMENT	55 62122 0000054 3122 99 8 9		151.60
		005 00000000000000002301609000253298			
Feb	80	ACH DEPOSIT ck/ref no.	5562121		2,150.00
		518 WEST 204 LLC SETTLEMENT	000005431094021		
Feb	11	ACH DEPOSIT ck/ref no.			1,800.00
		518 WEST 204 LLC SETTLEMENT	000005436539541		
Feb	1 7	005 000000000005363859000253298 ACH DEPOSIT ck/ref no.	F 620642		3,563.85
reb	TT	518 WEST 204 LLC SETTLEMENT	000005436222389		3,303.03
Feb	12	ACH DEPOSIT ck/ref no.			2,050.00
ren	12		000005447332253		2,030.00
		005 000000000005800009000253298	0000034473322233		
Feb	12	ACH DEPOSIT ck/ref no.	5787411		3,750.00
		518 WEST 204 LLC SETTLEMENT	000005441199057		-,
Feb	19	ACH DEPOSIT ck/ref no.	6331822		537.50
		518 WEST 204 LLC SETTLEMENT	000005463664353		
Feb	19	ACH DEPOSIT ck/ref no.			609.50
		518 WEST 204 LLC SETTLEMENT	000005466028289		
		005 00000000001147009000253298			
Feb	20	ACH DEPOSIT ck/ref no.			1,636.07
		518 WEST 204 LLC SETTLEMENT	000005476393421		
		005 000000000004816079000253298			
Feb	20		6468593		3,180.00
TI - 1-	0.5	518 WEST 204 LLC SETTLEMENT ACH DEPOSIT ck/ref no.	000005471805817		1 075 00
Feb	25	518 WEST 204 LLC SETTLEMENT	000005492020733		1,075.00
		002 000000000001075009000253298	000003492020733		
Feb	27	ACH DEPOSIT ck/ref no.	7065934		2,799,42
ren	21	518 WEST 204 LLC SETTLEMENT	000005504455853		2,755.42
		002 000000000002799429000253298	000000001100000		
		002 000000000002,33123000203230			
With	drawa	als and Other Debits			
Feb	01	ONLINE TRANSFER DR			2,700.00
		ONLINE XFR TO: 1502403776			
Feb	05	AUTOMATED PAYMENT ck/ref no.			25.00
		CLICKPAY PROPRTYPAY	15812059		
		A1902020149_NA2LM6			
Feb	11	LOAN PAYMENT CLPAYMENT			25,815.38
		TRANSFER TO LOANS 00337:	28		

A-1715

PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

9-204

See Back for Important Information

							Primary Account: 1503226525	15
Feb	12	AUTOMATED PAYMENT CON ED OF NY	ck/ref no.	57 65262 48111704450006	Λ			622.95
Feb	15	AUTOMATED PAYMENT 518 WEST 204 LLC	ck/ref no.	6230791 00000545950016				1,950.00
Feb	19	AUTOMATED PAYMENT TIME WARNER CABL	ck/ref no.	6329845 0010334 3 95 SP.				119.96
Check	ts b	y Serial Number						
Feb		539	1,750.00	Feb 11	556		93.34	
Feb	05	543 *	2,005.59	Feb 13	560	*	117.57	
Feb		547 *	103.43	Feb 27	561		4,000.00	
Feb		548	100.00	Feb 25	562		2,162.13	
Feb		551 *	100.00	Feb 27	564	*	300.00	
Feb		552	2,050.00	Feb 21	565		3,097.88	
Feb	07	554 *	100.00	Feb 25	566		700.00	
Feb	14	555	3,990.00					
		* Indicates	break in check	sequence				
Daily	/ Ba	lances						
Jan		45,960.71		Feb 1			49,733.22	
Feb		51,711.99		Feb 1			45,743.22	
Feb		57,370.97		Feb 1			43,793.22	
Feb		57,368.63		Feb 1.			44,820.26	
Feb	06	61,008.39		Feb 2	0		49,636.33	
Feb		63,020.44		Feb 2			46,538.45	
Feb		65,218.61		Feb 2			44,751.32	
Feb	11	44,673.74		Feb 2	7		43,250.74	
Feb	12	49,850.79						

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Case 1:19-cr-00696-PAE Document 128-25 From February 01, 2019 Fage 10 of 18

PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

9-204

See Back for Important Information

Primary Account: 1503226525

Rates for this statement period - Overdraft Feb 01, 2019 $\,$ 15.250000 %

Page 53 of 256

Case 1:19-cr-00696-PAE Document 128-25 Telled 05/01/2019 Age 11 of 18

Statement Period

PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY
CONEY MANAGEMENT LLC AGENT
1499 CONEY ISLAND AVENUE
BROOKLYN NY 11230

9-204

See Back for Important Information

Primary Account: 1503226525

AVOID BUSINESS E-MAIL FINANCIAL FRAUD! PLEASE VISIT THE "PRIVACY & SECURITY" SECTION LOCATED UNDER THE "ABOUT US" HEADING AT WWW.SIGNATUREMY.COM. SELECT "BUSINESS E-MAIL COMPROMISE" TO READ THE RECENT NEWS FROM THE FEDERAL BUREAU OF INVESTIGATION REGARDING FRAUD TARGETING BUSINESSES, INCLUDING GUIDANCE ON WHAT YOU CAN DO TO REDUCE YOUR RISK OF BECOMING A VICTIM. SIGNATURE BANK BELIEVES THAT THIS IS IMPORTANT NEWS TO SHARE WITH OUR CLIENTS. WE ARE MAKING IT AVAILABLE TO YOU FOR YOUR INFORMATION AND ANY ACTION THAT YOU MAY CONSIDER APPROPRIATE.

Signature Relationship Summary Opening Bal. Closing Bal.

BANK DEPOSIT ACCOUNTS

MONOGRAM CHECKING 43,250.74 25,176.11 1503226525

> RELATIONSHIP 25,176.11 TOTAL

Statement Period Case 1:19-cr-00696-PAE Document 128-25 Telled 05/01/20 of Page 12 of 18

PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

9-204

See Back for Important Information

Primary Account: 1503226525

MONOGRAM CHECKING 1503226525

Summary		
Previous Balance as of March 01, 2019 23 Credits 22 Debits Ending Balance as of March 31, 2019		43,250.74 48,970.04 67,044.67 25,176.11
Deposits and Other Credits		
Mar 01 ACH DEPOSIT ck/ref no.		4,594.41
518 WEST 204 LLC SETTLEMENT	000005516570977	
002 000000000004594419000253298 Mar 01 ACH DEPOSIT ck/ref no.	7323192	5,125.45
	6856798	3,123.43
Mar 04 ACH DEPOSIT ck/ref no.		2,400.00
518 WEST 204 LLC SETTLEMENT	000005540992213	
005 0000000000 67825090 00253 2 98		
Mar 04 ACH DEPOSIT ck/ref no.		4,382.50
518 WEST 204 LLC SETTLEMENT Mar 05 ACH DEPOSIT ck/ref no.	000005531572913	139.30
VANCO PAYMENTS GATEWAY	XX1V42U817MNEM	139.30
Mar 05 ACH DEPOSIT ck/ref no.		208.00
518 WEST 204 LLC SETTLEMENT	000005553317425	200100
Mar 05 ACH DEPOSIT ck/ref no.	7667830	2,982.45
518 WEST 204 LLC SETTLEMENT	000005565424553	
005 00000000003190459000253298		
Mar 06 ACH DEPOSIT ck/ref no.		172.00
518 WEST 204 LLC SETTLEMENT 002 00000000000172009000253298	000005574315993	
Mar 07 ACH DEPOSIT ck/ref no.	7938533	1,137.18
518 WEST 204 LLC SETTLEMENT	000005583353385	1,157.10
002 00000000001137189000253298		
Mar 08 ACH DEPOSIT ck/ref no.	8091811	5,577.75
518 WEST 204 LLC SETTLEMENT	000005586283245	

Statement Period Case 1:19-cr-00696-PAE Document 128-25 From March 01, 2019 101, 2019 120 19 18 Page 3 of 18

PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

Description 002 0000000000005577759000253298

Date

9-204

See Back for Important Information

Primary Account: 1503226525

Mar	11	ACH DEPOSIT	ck/ref no.	8167881	1,166.72
		518 WEST 204 LLC	SETTLEMENT	000005595797601	
		005 000000000000238	5579000253298		
Mar	11	ACH DEPOSIT	ck/ref no.	8167880	1,218.85
		518 WEST 204 LLC	SETTLEMENT	000005592361533	
Mar	12	ACH DEPOSIT	ck/ref no.	8334674	2,026.20
		518 WEST 204 LLC	SETTLEMENT	000005604868793	
		005 00000000000500	6209000253298		
Mar	12	ACH DEPOSIT	ck/ref no.	8334673	2,980.00
		518 WEST 204 LLC	SETTLEMENT	000005599059117	
Mar	13	ACH DEFOSIT	ck/ref no.	8463459	2,295.00
		518 WEST 204 LLC	SETTLEMENT	000005610588277	
		002 000000000000229	5009000253298		
Mar	14	ACH DEPOSIT	ck/ref no.	8572382	388.05
		518 WEST 204 LLC	SETTLEMENT	000005616135501	
		002 00000000000038	8059000253298		
Mar	18	ACH DEPOSIT	ck/ref no.	8888900	609.50
		518 WEST 204 LLC	SETTLEMENT	000005624736261	

000005681208913

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PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

Statement Period

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

9-204

See Back for Important Information

Primary Account: 1503226525

With	draw	als and Other Debits					
Mar		ONLINE TRANSFER DR					2,700.00
Mar	ΟŢ	ONLINE XFR TO: 1502	102776				2,700.00
Max	0.5	AUTOMATED PAYMENT		7675066			25.00
Mar	0.5		PROPRTYPAY				23.00
			PROPRITIPAL	100//309			
	0.0	A1903020705_DU0YF3	-1-7 - 6	7776207			0 000 10
Mar	06	AUTOMATED PAYMENT					8,933.46
				481117404201006			
Mar	11	LOAN PAYMENT CLP.					24,274.76
			00337				
Mar	14		ck/ref no.				501.88
				481117044500064			
Mar	18	AUTOMATED PAYMENT	ck/ref no.	8883331			119.96
		TIME WARNER CABL	CABLE PAY	0010334395 SPA			
Mar	18	AUTOMATED PAYMENT	ck/ref no.	8884033			652.40
		NYC ECB FINES	ECB FINES	C 74264547			
Check	ka h	y Serial Number					
Mar		1	18,000.00	Mar 12	5 72	1,180.93	
Mar		550 *	100.00		574 *	380.00	
Mar		558 *	762.13		575	1,400.00	
Mar			2,005.59		576	600.00	
Mar		567 *	322.76	Mar 28	5 77	2,005.59	
Mar		568	600.00	Mar 27	578		
						1,200.00	
Mar		570 *	81.40	Mar 29	579	600.00	
Mar	∠8	571	5 98.81				

^{*} Indicates break in check sequence

Statement Period Case 1:19-cr-00696-PAE Document 128-25 From March 01, 2019 18 page 05/01/2019 18 page 15 of 18

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PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

See Back for Important Information

Primary Account: 1503226525

Daily	Balances			
Feb	28	43,250.74	Mar 14	36,776.69
Mar	01	46,902.88	Mar 15	36,176.69
Mar	04	53,685.38	Mar 18	38,183.33
Mar	05	56,890.13	Mar 20	38,656.68
Mar	06	48,128.67	Mar 25	41,731.68
Mar	07	49,265.85	Mar 26	43,531.68
Mar	08	54,520.84	Mar 27	44,381.68
Mar	11	32,251.65	Mar 28	41,777.28
Mar	12	34,595.52	Mar 29	25,176.11
Mar	13	36,890.52		

Rates for this statement period - Overdraft Mar 01, 2019 $\,$ 15.250000 %

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Statement Period

PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

8-204

See Back for Important Information

Primary Account: 1503226525

AVOID BUSINESS E-MAIL FINANCIAL FRAUD! PLEASE VISIT THE "PRIVACY & SECURITY" SECTION LOCATED UNDER THE "ABOUT US" HEADING AT WWW.SIGNATURENY.COM. SELECT "BUSINESS E-MAIL COMPROMISE" TO READ THE RECENT NEWS FROM THE FEDERAL BUREAU OF INVESTIGATION REGARDING FRAUD TARGETING BUSINESSES, INCLUDING GUIDANCE ON WHAT YOU CAN DO TO REDUCE YOUR RISK OF BECOMING A VICTIM. SIGNATURE BANK BELIEVES THAT THIS IS IMPORTANT NEWS TO SHARE WITH OUR CLIENTS. WE ARE MAKING IT AVAILABLE TO YOU FOR YOUR INFORMATION AND ANY ACTION THAT YOU MAY CONSIDER APPROPRIATE.

Signature Relationship Summary Opening Bal. Closing Bal.

BANK DEPOSIT ACCOUNTS

MONOGRAM CHECKING 25,176.11 1503226525 .00

> RELATIONSHIP TOTAL .00

Case 1:19-cr-00696-PAE Document 128-25 Telled 05/01/2019 age 17 of 18

Statement Period

PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

8-204

See Back for Important Information

Primary Account: 1503226525

MONOGRAM CHECKING 1503226525

Summary	
Previous Balance as of April 01, 2019 6 Credits 4 Debits Ending Balance as of April 30, 2019	25,176.11 32,656.59 57,832.70 .00
Deposits and Other Credits	
Apr 01 ACH DEPOSIT ck/ref no. 22557	5,177.61
NYCHA SECTION 8 NYCHA-PROD 6882536 Apr 01 RETURNED CHECK	18,000.00
Apr 02 ACH DEPOSIT ck/ref no. 213854	139.30
VANCO PAYMENTS GATEWAY XX1V42WX1A32AU	
Apr 02 ACH DEPOSIT ck/ref no. 221561 518 WEST 204 LLC SETTLEMENT 000005713514413	762.50
005 00000000008202509000253298	
Apr 02 ACH DEPOSIT ck/ref no. 221560	7,440.00
518 WEST 204 LLC SETTLEMENT 000005696874549	
Apr 03 ACH DEPOSIT ck/ref no. 379913 518 WEST 204 LLC SETTLEMENT 000005724257589	1,137.18
002 00000000001137189000253298	
Withdrawals and Other Debits	0.700.00
Apr 01 ONLINE TRANSFER DR ONLINE XFR TO: 1502403776	2,700.00
Apr 02 TELEPHONE XFER DR	26,000.00
TELEPHONE TRANSFER TO: 1503504002	
Apr 03 AUTOMATED PAYMENT ck/ref no. 333081 CON ED OF NY INTELL CK 481117404201006	12,907.88
Apr 08 ONLINE TRANSFER DR	16,224.82
ONLINE XFR TO: 1503504002	10/221.02

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Statement Period Case 1:19-cr-00696-PAE Document 128-25 Tellog 05/01/2019 age 18 of 18

PRIVATE CLIENT GROUP 204 6321 NEW UTRECHT AVENUE BROOKLYN, NY 11219

518 WEST 204 LLC BY CONEY MANAGEMENT LLC AGENT 1499 CONEY ISLAND AVENUE BROOKLYN NY 11230

8-204

See Back for Important Information

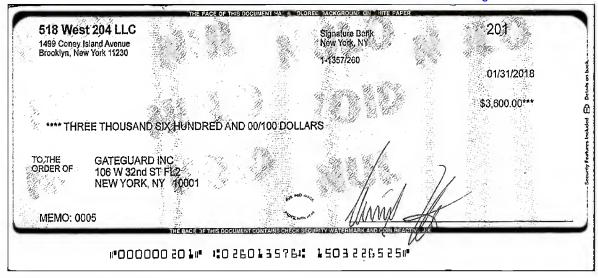
Primary Account: 1503226525

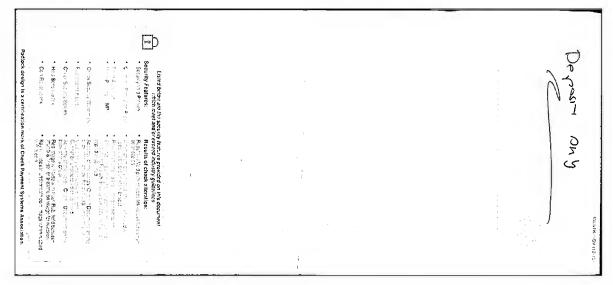
Daily Balances Mar 31 Apr 01 Apr 02 25,176.11 45,653.72 27,995.52

Apr 03 16,224.82 Apr 08 .00

Rates for this statement period - Overdraft Apr 01, 2019 $\,$ 15.250000 %

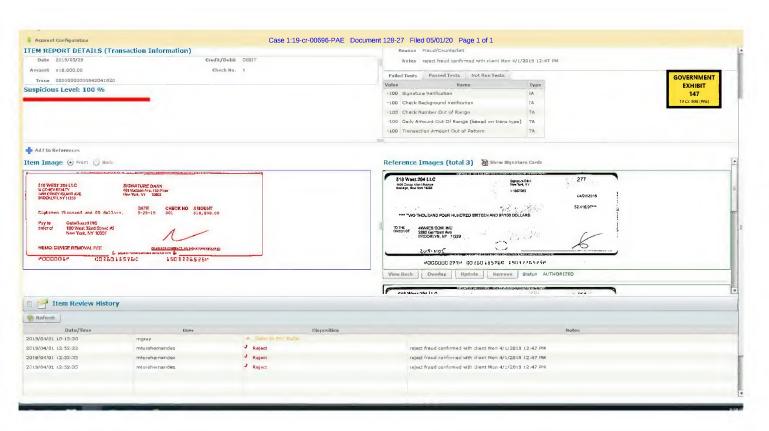
A-1725





Date:02-12-2018 Account:1503226525 Amount:\$3,600.00 Serial:201 Sequence:491450110 TR:26013576 TranCode:0 DbCr:D Pattern:1 RIC:0





Case 1:19-cr-00696-PAE Document 128-28 Filed 05/01/20 Page 1 of 1

Affidavit Of Counterfeit or Stolen SIGNATURE BANK Check - Business

State of NEW YORK	
la	SS:
County of KINGS	
I, MIGHEL HAAS ("Affiant"), being fi	rst duly sworn make this affidavit as follows:
I. I am the OWNER If 518 WEST	204 we ("Company"), which maintains
account number 1503226525 ("Account") a	t Signature Bank ("Bank") and am authorized by the
Company to make the statements made in this Affidavit	and to provide the Company's agreement to indemnify,
defend and hold harmless the Bank as provided below.	
2. As part of my responsibilities at the Company, I	issue checks drawn on the Account, and review the Ac-
sount including absolute naid against the Account	

On 04 /01/2019, I reviewed the Account and discovered that the following checks ("Checks") have been charged on the Account, which those Checks were not issued, authorized or approved by the Company:

Date Paid	Check Number	Amount	Payee
04 01 2019	001	\$18,000	GATEGUARD INC
1		/	

- 4. Neither I nor anyone else at the Company authorized, issued or approved the Checks.
- 5. These Checks were:
 - Written on blank checks that were stolen from the Company
 - Written on check forms that were not authorized by the Company
- 6. Neither I nor the Company knows the payees on these Checks or have any recollection or record of the Company ever owing these payees any money whatsoever.
- Neither I nor the Company knows who authorized, issued or approved these checks.

In consideration of Signature relying on the statements made in this affidavit, the Company agrees to indemnify, defend, and hold Signature Bank and all of its affiliates, directors, officers, employees, agents, successors, and assigns harmless from and against any and all claims, liabilities, demands, actions, proceedings, judgments, executions, losses, damages, attorney's fees, payments, consequential damages, punitive damages, cost and expenses of any nature whatsoever, that any of them sustains or incurs by reason of having relied on these statements. The obligations under this paragraph shall commence immediately and shall continue in full force and effect indefinitely.

Affiant is aware that (i) this Affidavit is being provided to the Bank to obtain for the Company reimbursement of the amounts of these Checks, (ii) the Bank will rely on this Affidavit to recover the amounts paid with respect to these Checks and (iii) any false statement made in this Affidavit is a violation of the law. Affiant represents and warrants that all statements contained in this Affidavit are true and complete in all respects.

I make this affidavit on this oy day of APRIL, 2019.

Signed:

SUBSCRIBEDIAND SWORN TO before me this 04, day of APPIL, 20 19

Notary Public SEAL

EPHRAIM NIERENBERG Commissioner of Deeds City of New York No. 28163 Certified Filed in Kings Count

Signature Bank 623 FOIA Confidential Treatment Requested by Signature Bank GOVERNMENT **EXHIBIT** 150 19 Cr. 696 (PAE)



SDNY_003116

Case 1:19-cr-00696-PAE Document 128-29 Filed 05/01/20 Page 1 of 1

Amount: \$18,000.00 Sequence Number: 7852086051 1503226525 Capture Date: 03/28/2019 Account:

Bank Number: 02601357 1 Check Number:

> 518 WEST 205 LLC % CONEY REALTY 1499 CONEY ISLAND AVE BROOKLYN, NY 11230

> MEMO: DEVICE REMOVAL FEE

SIGNATURE BANK 485 Madison Ave, 11th Floor New York, NY 10022

DATE

3-28-19

a copplaint frameway a company personage of a measurement of his boston

Eighteen Thousand and 00 dollars.

CHECK NO AMOUNT

\$18,000.00

order of

GateGuard INC

106 West 32nd Street #2

New York, NY 10001

DRAW PER CONTRACT, NO SIGNATURE REQUIRED B. BECURITY FEATURES INCLUDED DETAILS ON BACK .

#*00000 1#*

120 260 135 761

1503226525#



DO NOT WRITE / SIGN / STAMP BELOW THIS LINE DEPOSITORY BANK ENDORSEMENT

Electronic Endorsements:

Date Sequence Bank # Endrs Type TRN Bank Name

03/28/2019 7852086051 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA

> GOVERNMENT **EXHIBIT** 201 19 Cr. 696 (PAE)

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Amount: \$18,000.00 Sequence Number: 7852069719 1502968293 Capture Date: 03/28/2019 Account:

Bank Number: 02601357 Check Number: 1

18 MERCER EQUITY INC % CRYSTAL REAL ESTATE MANAGEMENT 1441 BROADWAY, SUITE 5047 SIGNATURE BANK 485 Madison Ave, 11th Floor New York, NY 10022 NEW YORK, NY 10018 DATE CHECK NO AMOUNT Eighteen Thousand and 00 dollars. 3-28-19 \$18,000.00 001 Pay to GateGuard INC order of 106 West 32nd Street #2 New York, NY 10001

G. GEOLINIA SEVEN MOTORE DELETATE ON

#000001#

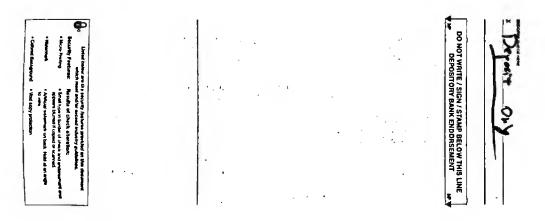
DEVICE REMOVAL FEE

1:0260135761

1502968293#

BANK B.

DRAW PERCONTRACT NO SIGNATURE SECURES



Electronic Endorsements:

Sequence Date Bank # Endrs Type TRN RRC Bank Name 03/28/2019 7852069719 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA

> GOVERNMENT **EXHIBIT** 202 19 Cr. 696 (PAE)

Case 1:19-cr-00696-PAE Document 128-31 Filed 05/01/20 Page 1 of 3

FOR SECURITY PURPOSES, 1.4 FACE OF THIS DISCURSAL CONTARS A COLORED BACKGROUND AND MICROPRINTING IN THE BURBLE

A-1730

Amount: \$10,000.00 Sequence Number: 4752100728 Account: 1503226525 Capture Date: 04/19/2019

Bank Number: 02601357 Check Number

> 518 WEST 205 LLC SIGNATURE BANK % CONEY REALTY 1499 CONEY ISLAND AVE BROOKLYN, NY 11230 485 Madison Ave, 11th Floor New York, NY 10022

DATE Ten Thousand and 00 dollars. 4-19-19

GateGuard INC Pay to 106 West 32nd Street #2 order of New York, NY 10001

MEMO: CHARGEBACK FEE

<u>DRAW PER CONTRACT. NO SIGNATURE REQUIRED</u>
NOTE TO BANK: This is a valid check. You are required by law to honor it.
Contract at gateguard xyz/legat/lerms.php accepted by above client.
Contact us 212-203-3714 with questions.

CHECK NO AMOUNT

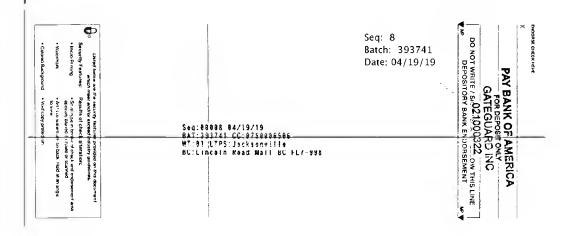
19002

\$10,000.00

MES INCLUDED. DETAILS ON BACK

1:0760135761: 11 14 190 21

1503226525#



Electronic Endorsements:

Date Bank # TRN RRC Bank Name Sequence Endrs Type

04/19/2019 4752100728 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA

> GOVERNMENT **EXHIBIT** 203 19 Cr. 696 (PAE)

Amount: \$18,000.00 Sequence Number: 4752100729 Account: 1503226525 04/19/2019 Capture Date: Bank Number: 02601357 141901 Check Number

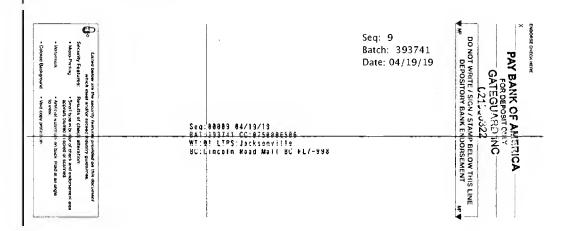
POR BÉCURTY PURPOSES, THEIRAGE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND INICROPPINTING IN THE ISO 518 WEST 205 LLC SIGNATURE BANK % CONEY REALTY 1499 CONEY ISLAND AVE BROOKLYN, NY 11230 485 Madison Ave, 11th Floor New York, NY 10022 DATE CHECK NO AMOUNT Eighteen Thousand and 00 dollars. 19001 4-19-19 \$18,000.00 **GateGuard INC** Pay to 106 West 32nd Street #2 order of New York, NY 10001 MEMO: DEVICE REMOVAL FEE DRAW PER CONTRACT. NO SIGNATURE REQUIRED

NOTE TO BANK: This is a valid check. You are required by law to honor it.

Contract at gateguard xyz/legal/terms php accepted by above client.

Contact us 212-203-3714 with questions.

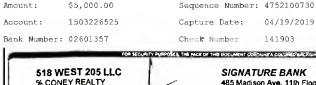
11 14 1 90 111 1:0250135761 1503226525#



Electronic Endorsements:

Sequence Bank # Endrs Type Bank Name

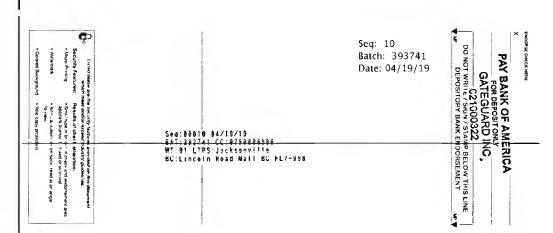
04/19/2019 4752100729 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA



FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BURCHOUND THIS INCROPRINTING IN THE BORDER % CONEY REALTY 1499 CONEY ISLAND AVE 485 Madison Ave, 11th Floor New York, NY 10022 BROOKLYN, NY 11230 DATE CHECK NO AMOUNT Five Thousand and 00 dollars. 4-19-19 \$5,000.00 **GateGuard INC** Pay to 106 West 32nd Street #2 order of New York, NY 10001 A 100 NOTE TO BANK: This is a valid check. You are required by law to honor ft.

Contract at gateguard xyz/legal/terms php accepted by above client.

Contact us 212-203-3714 with questions. MEMO: ATTORNEY USE FEE ITY PEATURES INCLUDED. DETAILS ON BACK # 1419D3# 1:0260135761 1503226525#



Electronic Endorsements:

Date Bank # Endrs Type TRN RRC Bank Name Sequence

04/19/2019 4752100730 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA

Case 1:19-cr-00696-PAE Document 128-32 Filed 05/01/20 Page 1 of 6

A-1733

Amount: \$10,000.00 Sequence Number: 4752100731 782121672 Capture Date: 04/19/2019 Account: Bank Number: 02100002 41906 Check Number:

Date: 4/19/19 **ABJ Milano LLC** JP Morgan Chase Bank 349 Fifth Ave New York, NY 10016 New York, NY GateGuard INC Pay to order of 37 \$10000 This amount:***Ten Thousand and 00/100 dollars. PRAW PER CONTRACT. NO SIGNATURE REQUIRED NOTE TO BANK: This is a valid check. You are required by law it Contract at gateguard xyl-regalterms phy accepted by above client. Contact us 212-203-3714 with questions. MEMO: COLLECTIONS FEE 2041 Adam Clayton BEQUALTY FEATURES SIGLIDED, DETAILS ON BACK

120 5 10000 5 14 «O41906« - - --6 PAY BANK OF AMERICA
FOR DEPOSIT ONLY
GATEGUARD.INC
021000322
DO NOT WRITE SIGN / STAPP BELOW THIS LINE
DEPOSITORY BANK ENDORSEMENT
PAY BANK OF AMERICA

DO NOT WRITE SIGN / STAPP BELOW THIS LINE
DEPOSITORY BANK ENDORSEMENT
PAY BANK OF AMERICA

PAY BANK OF AMERIC Seq: 11 Batch: 393741 Date: 04/19/19 Seq:80811 84/19/19 <u>8AT:393741 CC:0758006586</u> WY:81 LTPS:Jacksonville BC:Lincoln Road Malf BC FL/-498

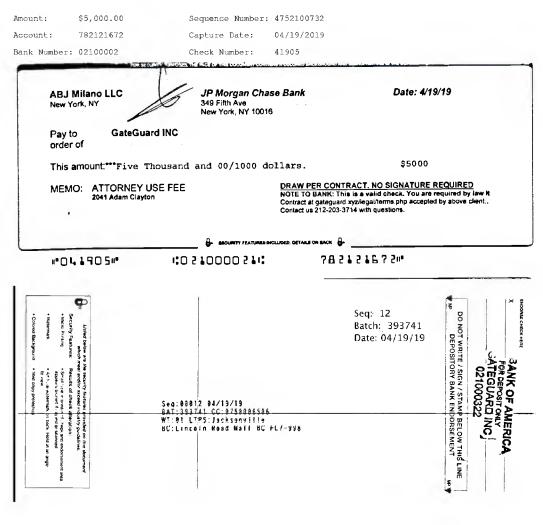
Electronic Endorsements:

Endrs Type Sequence Bank # TRN RRC Bank Name

04/19/2019 4752100731 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA

> GOVERNMENT **EXHIBIT** 204 19 Cr. 696 (PAE)

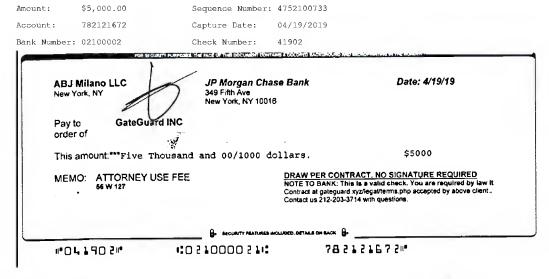
Case 1:19-cr-00696-PAE Document 128-32 Filed 05/01/20 Page 2 of 6

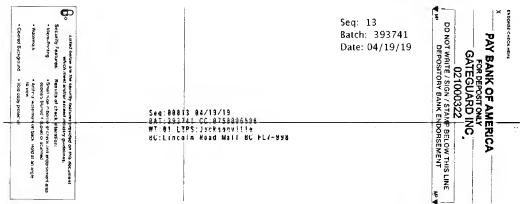


Electronic Endorsements:

Sequence Bank # Endrs Type TRN RRC Bank Name 04/19/2019 4752100732 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA

A-1735

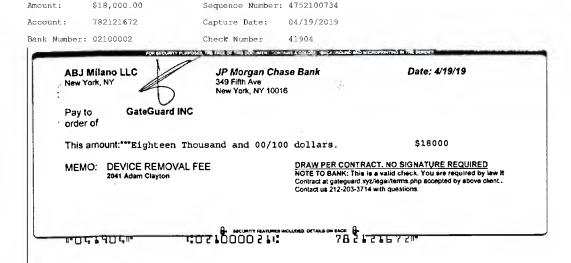


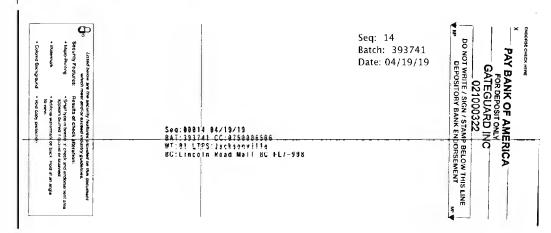


Electronic Endorsements:

Sequence Bank # TRN RRC Bank Name Endrs Type

04/19/2019 4752100733 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA





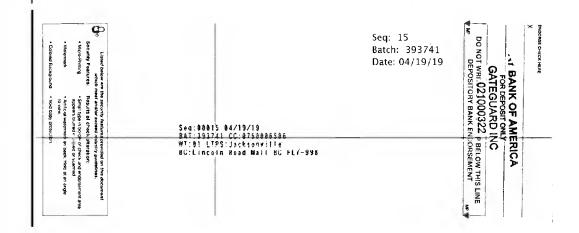
Electronic Endorsements:

Date Sequence Bank # Endrs Type TRN RRC Bank Name

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Amount: \$18,000.00 Sequence Number: 4752100735 782121672 04/19/2019 Capture Date: Account: Bank Number: 02100002 41901 Check Number

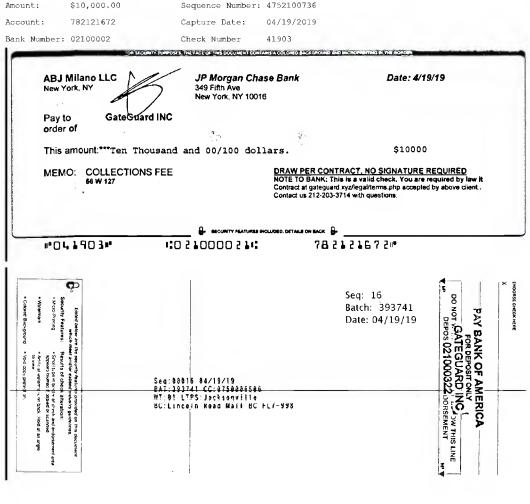
THE PURPOSE S, THE FACE OF THIS DOCUMENT CONTAINS A COLORED SACKGHOUND AND MIGHORISH TRIG IN THE BORDER **ABJ Milano LLC** JP Morgan Chase Bank Date: 4/19/19 New York, NY 349 Fifth Ave New York, NY 10016 Pay to GateGuard INC order of This amount: *** Eighteen Thousand and 00/100 dollars. \$18000 DRAW PER CONTRACT, NO SIGNATURE REQUIRED NOTE TO BANK: This is a valid check. You are required by law it Contract at gateguard.xyz/egal/terms.php accepted by above client. Contact us 212-203-3714 with questions MEMO: DEVICE REMOVAL FEE TO CANDO CANDE HIGH HIGH HIGH DETAILS ON BACK B. 12157211 10 4 4 9 0 1 m



Electronic Endorsements:

Bank # Date Sequence Endrs Type TRN Bank Name

04/19/2019 4752100735 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA

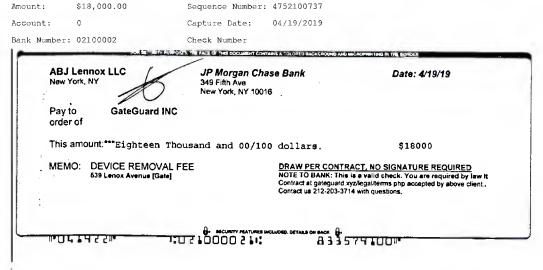


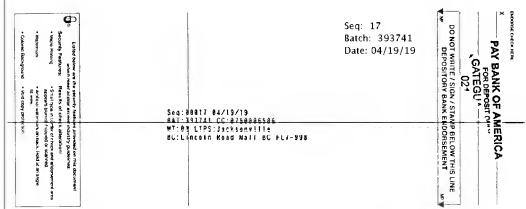
Electronic Endorsements:

Bank # RRC Date Sequence Endrs Type TRN Bank Name

04/19/2019 4752100736 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA

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Electronic Endorsements:

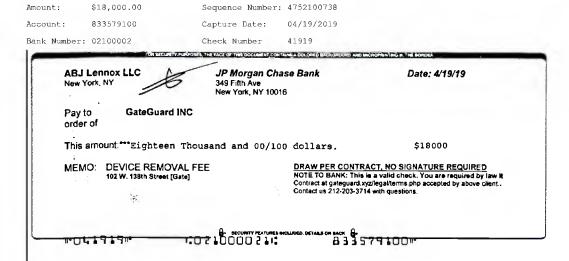
Bank # Sequence RRC Bank Name Date Endrs Type TRN

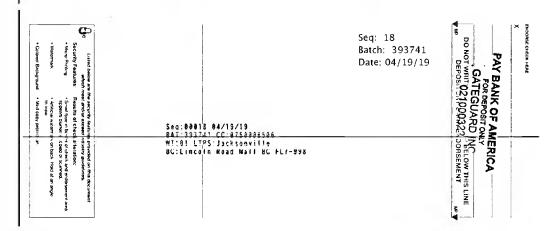
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> GOVERNMENT **EXHIBIT** 205 19 Cr. 696 (PAE)

SDNY_000035

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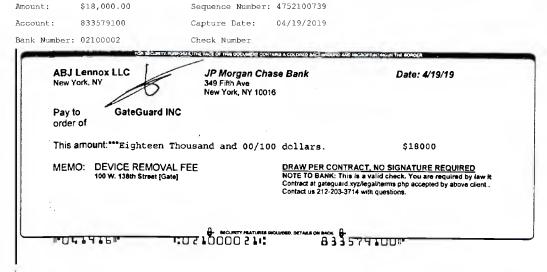


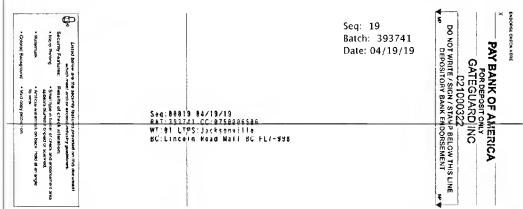
Electronic Endorsements:

Bank Name Sequence Endrs Type

04/19/2019 4752100738 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA

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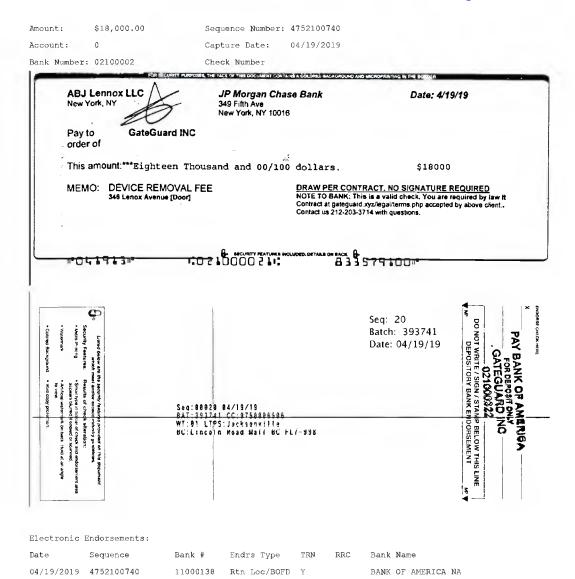


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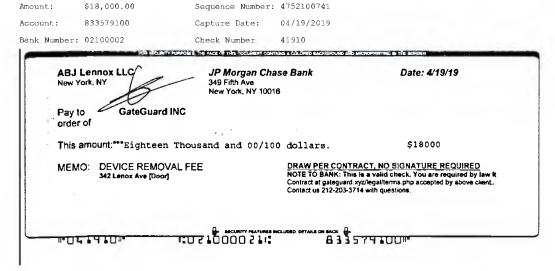
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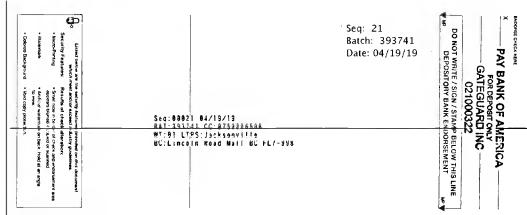
04/19/2019 4752100739 BANK OF AMERICA NA 11000138 Rtn Loc/BOFD Y

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Electronic Endorsements:

Bank # Date Sequence Endrs Type TRN RRC Bank Name

04/19/2019 4752100741 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA

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Electronic Endorsements:

Sequence Bank # Endrs Type TRN RRC Bank Name

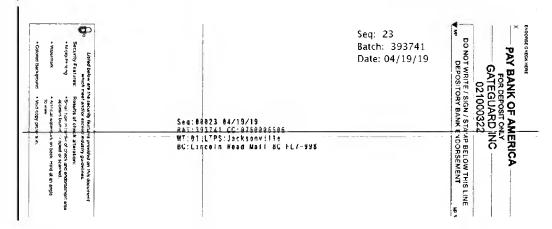
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Case 1:19-cr-00696-PAE Document 128-33 Filed 05/01/20 Page 7 of 18

Amount: \$5,000.00 Sequence Number: 4752100743 Account: 833579100 Capture Date: 04/19/2019 Bank Number: 02100002 41923 Check Number

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BOADE JP Morgan Chase Bank Date: 4/19/19 **ABJ Lennox LLC** 349 Fifth Ave New York, NY 10016 New York, NY **GateGuard INC** Pay to order of This amount: *** Five Thousand and 00/1000 dollars. \$5000 DRAW PER CONTRACT. NO SIGNATURE REQUIRED NOTE TO BANK: This is a valid check. You are required by law it Contract at gateguard.xylegal/terms phy accepted by above client.. Contact us 212-203-3714 with questions. MEMO: ATTORNEY USE FEE 539 Lenox Avenue [Gate] BECURITY FEATURES INCLUDED, DETAILS ON BACK

833579100# #O41923# (10 5 10 00 0 5 1);



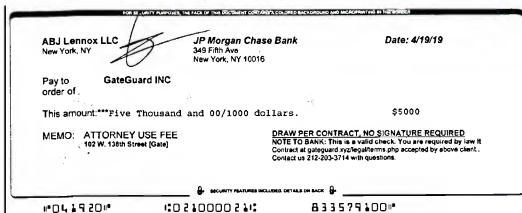
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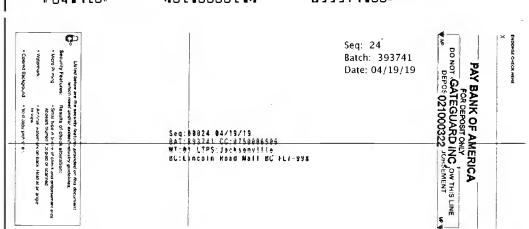
Sequence Bank # Date Endrs Type TRN RRC Bank Name

04/19/2019 4752100743 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA

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Electronic Endorsements:

Date Sequence Bank # Endrs Type TRN Bank Name

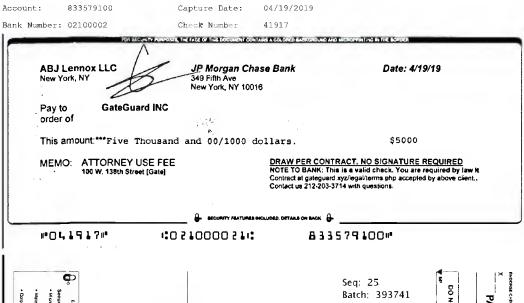
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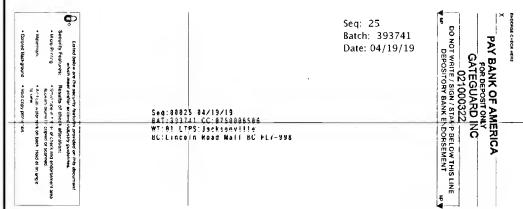
\$5,000.00

Amount:

Case 1:19-cr-00696-PAE Document 128-33 Filed 05/01/20 Page 9 of 18

Sequence Number: 4752100745



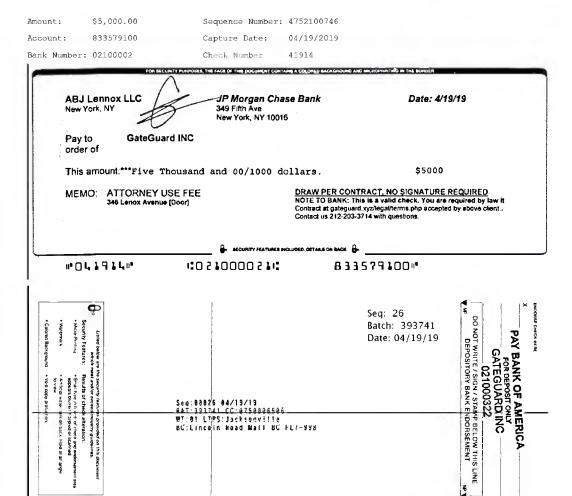


Electronic Endorsements:

Date Sequence Bank # Endrs Type TRN RRC Bank Name

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Case 1:19-cr-00696-PAE Document 128-33 Filed 05/01/20 Page 10 of 18

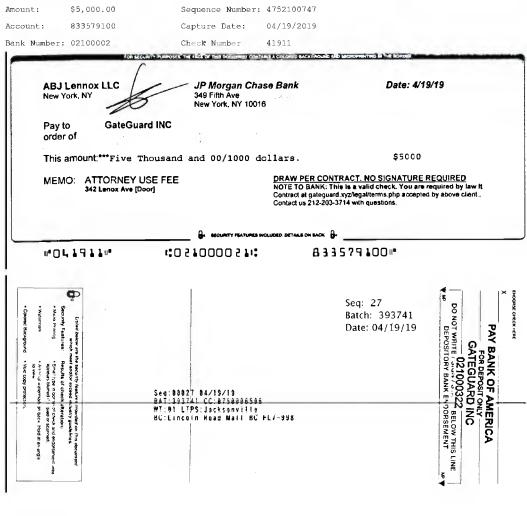


Electronic Endorsements:

Sequence Bank # Endrs Type

04/19/2019 4752100746 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA

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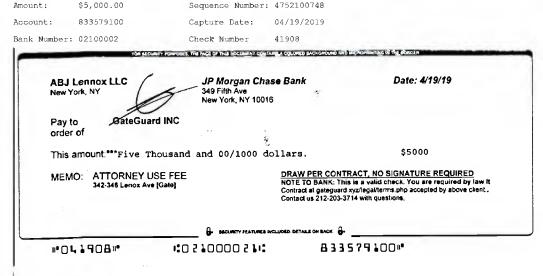


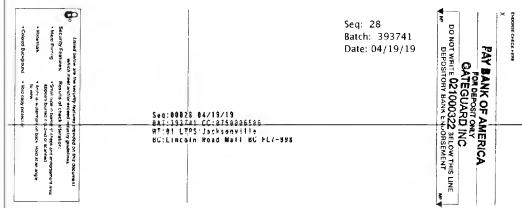
Electronic Endorsements:

Date Sequence Bank # Endrs Type TRN RRC Bank Name

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Electronic Endorsements:

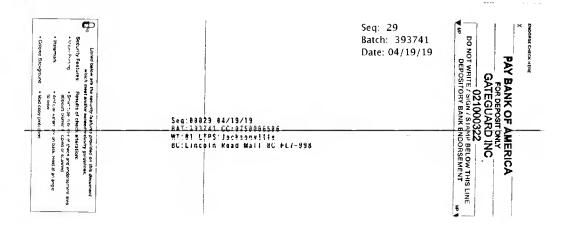
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Case 1:19-cr-00696-PAE Document 128-33 Filed 05/01/20 Page 13 of 18

Sequence Number: 4752100749 Amount: \$10,000.00 833579100 04/19/2019 Account: Capture Date:



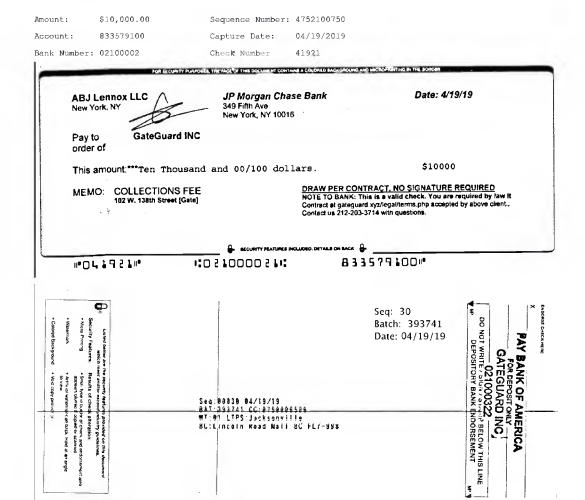


Electronic Endorsements:

Sequence Bank # Endrs Type Bank Name

04/19/2019 4752100749 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA

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Electronic Endorsements:

Date Bank # Endrs Type TRN Sequence Bank Name

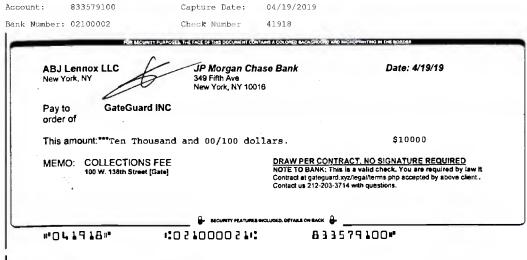
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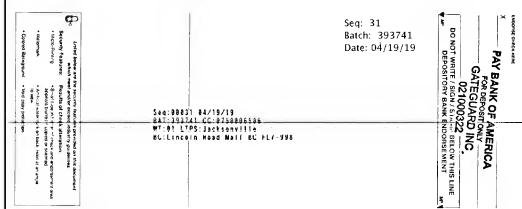
\$10,000.00

Amount:

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Sequence Number: 4752100751





Electronic Endorsements:

Bank # Endrs Type TRN Date Sequence Bank Name

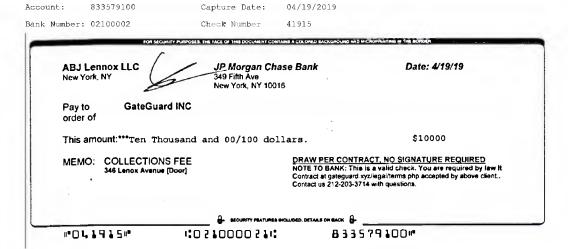
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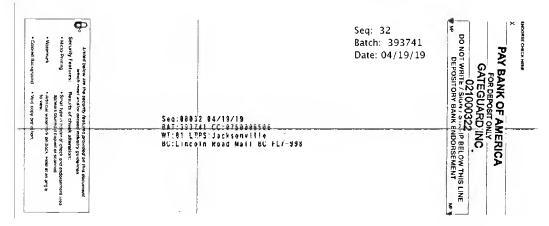
\$10,000.00

Amount:

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Sequence Number: 4752100752





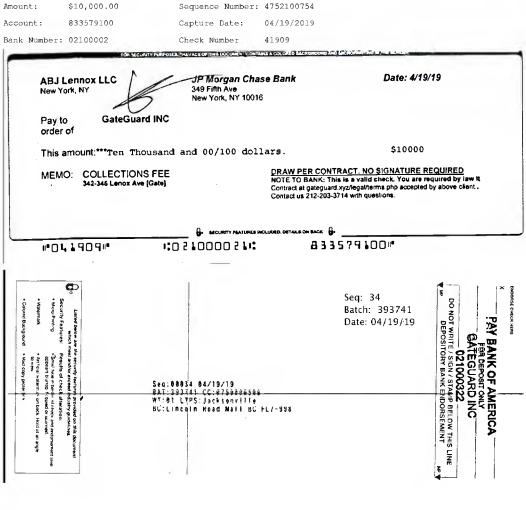
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Date Sequence Bank # Endrs Type TRN RRC Bank Name

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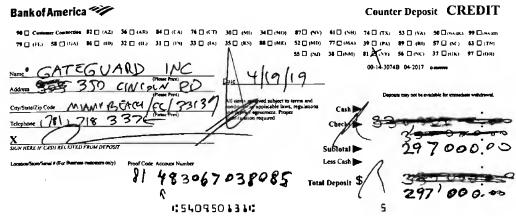
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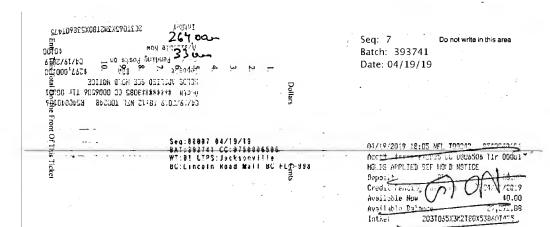
Date Sequence Bank # Endrs Type TRN RRC Bank Name

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Sequence Number: 4752100727 Amount: \$297,000.00 483067038085 04/19/2019 Capture Date: Account:

Bank Number: 54004013 Check Number: 0





Electronic Endorsements:

Date Sequence Bank # Endrs Type TRN Bank Name

04/19/2019 4752100727 11000138 Rtn Loc/BOFD Y BANK OF AMERICA NA

> GOVERNMENT **EXHIBIT** 206 19 Cr. 696 (PAE)

Case 1:19-cr-00696-PAE Document 128-35 Filed 05/01/20 Page 1 of 2

A-1758

Subject: We're live

From: Ari Teman <ari@teman.com>

To: Joseph Soleimani < Joe@abjny.com > , Benjamin Soleimani < bsoleimani@abjny.com >

Date Sent: Monday, September 25, 2017 2:45:41 PM GMT-04:00 Date Received: Monday, September 25, 2017 2:45:45 PM GMT-04:00

Attachments: 20170925_144506.jpg

GOVERNMENT **EXHIBIT** 401 19 Cr. 696 (PAE)

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SDNY_001908

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Subject: current issues

From: Joseph Soleimani <joe@abjny.com>

To: Ari Teman <ari@teman.com>

Date Sent: 2017-11-06 17:07:33 -0500

Date Received: Mon Nov 06 22:07:33 UTC 2017

Ari,

Lets discuss this tomorrow.

- 1) Tenants without smart phone no way to use intercom
- 2) Mail man has no way of entering the building(time line for when this will be installed?
- 3) System does not recognize tenants face to enroll. (Tenants take off from work to meet with us and it is a complete waste of time for both manager and tenant when the system can not recognize face of tenant to enroll in system)
- 4) System does not recognize tenants face even after enrollment(56 1A- Derek Salud). Recognized him as Ari Teman. Has recognized Nate as Ari before too.
- 5) 342 very loose, not installed/drilled into wall correctly. Our supers are not touch this system. Please have technician fix this.
- 6) 342/346 front gate way to low. System will not take a photo of anyone 5'3 and taller.

Other buildings that are way to low:

140

342

346

539 lenox ave

100 lenox ave is to high

- 7) When a tenant is buzzed by someone trying to get into the building their phone is ringed once like a text message. Tenants are complaining that they can not hear someone ringing them when it hits their phone like a text message.
- 8) We are missing IDs and Pins for all Occupants.
- 9) tenants need to take off there hats and glasses to get in and it takes way to long to get into the building
- 10) tenants need to press "take a selfie" is there any way it can do it automatically
- 11) does every single tenant need to memorize his own code? Why cant we do one code per unit



Joseph Soleimani Vice President

ABJ Properties, Inc. 347 Pleasant Avenue, Suite 1A New York, NY 10035

T. 212.860.5560

F. 212.860.5570

GOVERNMENT **EXHIBIT** 402 19 Cr. 696 (PAE)

A-1761

Subject: Ending GateGuard

From: Ari Teman <ari@teman.com>

To: Joseph Soleimani < Joe@abjny.com > , Benjamin Soleimani < bsoleimani@abjny.com >

Date Sent: Friday, March 9, 2018 7:46:50 AM GMT-05:00 **Date Received**: Friday, March 9, 2018 7:46:52 AM GMT-05:00

Hi guys,

As of today GateGuard Inc is shut down and we will not be supporting any requests. In two weeks the servers will be done.

Landlords, including you, pay months late, haggle, put in fake orders, and I'm tired of it. There's not been a single day we've had our time or effort respected.

With SubletSpy we get an online order and we work, sometimes we have to chase a success fee, but it's not GateGuard where you drag me to meetings and never pay or pay peanuts. The dangling of fake orders and fake investment was even worse, and you guys claim to be frum, but that's the #1 sin in Judaism and I can tell you I agree.

I hate this job, I hate working with you, I hate that you treat me like I'm another plumber you can haggle to peanuts. There is zero respect for my time, or my livelihood -- forget the technical innovation. You have no calculation that I might be suffering and be unable to continue. You do not care, you may say you so, but you don't.

Well, we are done.

My decision is final. I've lost over \$350,000 and incredible opportunity on this and I'm not going to lose another penny. More importantly I'm tired of waking up dreading the day. I hate every day I'm running an unfunded hardware startup with no team and no help. I hate being in NYC in the cold. I hate everything about chasing assholes to pay.

If you want innovation and results, pay for them, but you don't really care. You could have had an amazing tool, and an incredibly creative and talented partner but you treated me like absolute shit and I'm done.

Ari



Case 1:19-cr-00696-PAE Document 128-38 Filed 05/01/20 Page 1 of 1

A-1762

Subject: All communication in writing From: Ari Teman <ari@teman.com> To: Joseph Soleimani < Joe@abjny.com>

Date Sent: Monday, May 7, 2018 7:53:24 PM GMT-04:00 **Date Received**: Monday, May 7, 2018 7:53:36 PM GMT-04:00

Because you're a dishonest snake, a fraud, and a thief, all communication will be in writing.

You called twice today. I will not bother wasting my time listening to your mouth spout lies.

Put it in writing. I've already got enough of our calls full of your lies for my guys to transcribe.

Ari





Joseph Soleimani <joe@abjny.com>

Gateguard

3 messages

Joseph Solelmani <joe@abjny.com>
To: Ari Teman <ari@teman.com>

Tue, May 22, 2018 at 1:30 PM

Ari.

Can you please send me the invoices which you are claiming we owe you? Not sure why we owe you money but I'm glad to look into it. As you know, we have not been using Gateguard for some time now as it was not working properly for us and our tenants. We should still be within our first year of service on all properties. Per your suggestion, we are looking into some replacement intercom systems.

I hope we can continue our relationship with other ventures that you have and wish you the best of luck with Gateguard. I know you will do great with it and I'm sure other customers will be happy. I think its best that we part ways on Gateguard as it has caused much friction between us.

Please forward the invoices and if they need any clarification please provide it.

Thanks and looking forward,

GOVERNMENT **EXHIBIT** 405 19 Cr. 696 (PAF)

Arl Teman <ari@teman.com>

To: Joseph Soleimani <joe@abjny.com>

Tue, May 22, 2018 at 5:37 PM

When you signed up for GateGuard you signed a contract that includes steep fines for removing or disabling devices (\$18,000 per device) and includes a multi-year contract to pay for service. There are no cancellations or early terminations. Monthly bills past-due incur a major collection fee. The bill per device is the 10 years of service minus the 6 months paid upfront, (6 months \$99+\$149*9 years*12 months), and the \$18,000 fee for removing power from the devices disabling their use. The amount we sent to collections last week is \$268,116 (44,686/device).

GateGuard was working fine, to the point that you and your brother (Benjamin) begged me and encouraged me to keep it running (in writing).

You said, on a recorded line, that our "technology was great", that "Latch sucks", and that you would be "ordering 60 more devices" from me if I added a feature "forcing a selfie", which we did. You again said you'd order 60 devices

You perhaps changed your mind likely when offered something free (which you also told me on a recorded line), but we delivered on the agreement (and we have since switched the order and there are no complaints). You need to hold up your end.

This is a bit personal because I trusted you because it's a lonely game and I needed a friend, you abused that trust, to the point you told me you'd invite me to a seder and you loved me at the same time you asked Dan Enfield, one of my real friends, to lie to me.

However, there is more than that. In the contract you agree explicitly to not enter into access control business, not to divulge our interface on IP to others, not to use a similar device. You then went into business with a competitor and helped promote their work. You display their device at your HQ. This is a massive violation of our contract, and incredibly damaging. Should we go to court (you don't want to fight me in court -- I've never not made it cost 5x of what I want)

You wasted months of my time. You fied to me. You did it while pretending to be my friend.

You owe us \$268,116 for the devices, and I believe we will win when we take you to court on the 60 building order, the IP theft, fraud, and unfair trade practices. You do not have the option to use or do business with MVI, and we will sue them for fraud and you. The attorneys are already retained, and you will pay for that, too.

Now, decide if you want to fight me or pay, but if you fight, you will pay more.

Your alternative is to keep your agreement and act in good faith

Ari Teman | Founder | teman™ We make Real Estate proactive with Artificial Intelligence

212-203-3714

106 W 32nd Street, NYC https://teman.com | ari@teman.com

teman

GateGuard.xyz | Face-recognition entry panel, intercom, Al virtual doorman + camera system

Smart Lock w/Video Doorbell + Security Camera + Concierge (Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key)
NYC's #1 property platform: Find, Analyze, Comply, News, more. - 1 LookLock xvz PropertyPanel.xyz |

SubletSpy.com | Catch & Evict Illegal Airbnb-type sublets

The Real Deal, Cooperator, BISNOW, ABC, NBC, PIX, FOX, Pando, Curbed, Observer

Visit us for a demo: We're closest to: 1-2-3 / B-D-F-M / N-Q-R-W / PATH / A-B-C-E / 6

2 MINUTE VIDEO:

GateGuard.xyz Face Recognition Intercom & Al Doorman https://youtube.com/watch?v=Ski0UqQZKEU

All conversations are off-the-record. Social Media, too. Terms apply to each service. Each service is a different entity. Terms cannot be changed via email or oral agreement.

[Quoted text hidden]

Case 1:19-cr-00696-PAE Document 128-39 Filed 05/01/20 Page 2 of 2

WE'VE MOVED!

SEE OUR NEW ADDRESS BELOW!



Joseph Soleimani

Vice President

ABJ Properties, Inc.

1652 Park Avenue, Suite LL

New York, NY 10035

T. 212.860.5560

F. 212.860.5570

[Quoted text hidden]

A-1765

Joseph Soleimani

From: Ari Teman <ari@teman.com>
Sent: Sunday, August 26, 2018 12:53 PM

To: Eric Schutzer

Cc: Benjamin Soleimani; joe@abjny.com

Subject: Fwd: Dispute on charge ch_1CAgm1Cc8d6wwGYFRcQOyDJ8 has been closed

Hi Eric,

Let's get the liens on ABJ buildings by Wednesday. They've now also stolen from SubletSpy over \$12,000. They got reports and then filed a massive and damaging chargeback.

Let's also go ahead with the District Attorney's office on Monday regarding the criminal fraud charges. Their fraud is now nearing half a million dollars.

I'll be fowarding all ABJ buildings to the Mayor's Office of Special Enforcement along with written and audio recorded calls where Joe Soleimani admits they know and allow Airbnb in order to hike rents.

I'm done with these assholes.

Ari

Ari Teman | Founder | teman™ We make Real Estate proactive with Artificial Intelligence 212-203-3714

106 W 32nd Street, NYC

https://teman.com | ari@teman.com

Services:

- * GateGuard.xyz | Face-recognition entry panel, intercom, Al virtual doorman + camera system
- * LookLock.xyz|Smart Lock w/Video Doorbell + Security Camera + Concierce (Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key)
- * PropertyPanel.xyz | NYC's #1 property platform: Find, Analyze, Comply, News, more.
- * SubletSpy.com | Catch & Evict Illegal Airbnb-type sublets (reseller)

Featured in:

The Real Deal, Cooperator, BISNOW, ABC, NBC, PIX, FOX, Pando, Curbed, Observer

Visit us for a demo:

We're closest to: 1-2-3 / B-D-F-M / N-Q-R-W / PATH / A-B-C-E / 6

10 SECOND VIDEO:GateGuard.xyz Face Recognition in Actionhttps://youtube.com/watch?v=fTIrrtgAK8k

All conversations are off-the-record. Social Media, too.

GOVERNMENT
EXHIBIT
406
19 Cr. 696 (PAE)

Case 1:19-cr-00696-PAE Document 128-40 Filed 05/01/20 Page 2 of 2

Terms apply to each service. Each service is a different entity. Terms cannot be changed via email or oral agreement.

----- Forwarded message ------From: Ari Teman <ari@gateguard.xyz> Date: Sun, Aug 26, 2018, 12:47 PM

Subject: Fwd: Dispute on charge ch_1CAgm1Cc8d6wwGYFRcQOyDJ8 has been closed

To: Ari Teman <ari@teman.com>

----- Forwarded message -----From: Stripe < support@stripe.com > Date: Sun, Aug 26, 2018, 11:14 AM

Subject: Dispute on charge ch_1CAgm1Cc8d6wwGYFRcQOyDJ8 has been closed

To: <ari@gateguard.xyz>

Sorry, it looks like the dispute initiated on July 15, 2018 for \$12,735.00 USD was unfortunately not resolved in your account's favor.

Case 1:19-cr-00696-PAE Document 128-41 Filed 05/01/20 Page 1 of 6

Joseph Soleimani

From: Ari Teman <ari@teman.com> Sent: Friday, November 2, 2018 10:48 AM To: Ariel Reinitz; Joseph Soleimani

Re: FW: SubletSpy hits for order fijj87wr (Sep 18, 2018) Subject:

Attachments: image001.jpg

No.

The only offer is this:

1. They keep to their 60 building agreement, which Joe put in writing multiple times, and did so so as to get expensive custom features developed. The pricing for this is on our website. The only reason we built those features for ABJ was for the 60 building agreement, so Joe already got work in consideration.

Regardless, we have a contract, Joe admits this, and we'll enforce it -- that contract makes us their exclusive intercom provider. So their MVI device comes off and we go on, and every other intercom gets replaced by ours.

- 2. We activate the 6 devices immediately, and we install the 60 starting 90 days from now.
- 3. We will deliver the tablets in 60 days of complete and full payment. They can use our SIM cards (\$2/mo for 40)
- 4. Joe discloses any and all communication from MVI and Homeland Security. He cooperates fully in our lawsuit for IP theft and fraud, or he becomes a defendant in it.

I will go after every one of ABJ's staff and investors and we'll file the suit next week if this continues. Enough is enough. Joe was dishonest, he asked my best friend to lie to me, too, and I am not going to entertain any new agreements of any kind. He obeys the contract he entered into or he gets liens on his building and gets sued.

Ari

Ari Teman | Founder | teman™

We make Real Estate proactive with Artificial Intelligence

212-203-3714 | teman.com | ari@teman.com

Services:

GateGuard.xyz Face-recognition entry panel, intercom, virtual doorman + camera system

Smart Lock w/Video Doorbell + Security Camera + Concierge LookLock.xyz (Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key)

PropertyPanel.xyz NYC's #1 property platform: Find, Analyze, Comply, News, more. Catch & Evict Illegal Airbnb-type sublets SubletSpy.com

Featured in:

The Real Deal, Cooperator, BISNOW, ABC, NBC, PIX, FOX, Pando, Curbed, Observer

Visit us for a demo:

NYC: Herald Square Miami: Lincoln Road

GOVERNMENT **EXHIBIT** 407 19 Cr. 696 (PAE)

10 SECOND VIDEO:

Case 1:19-cr-00696-PAE Document 128-41 Filed 05/01/20 Page 2 of 6

GateGuard.xyz Face Recognition in Action

https://www.youtube.com/watch?v=1kxz8kbTB5o

All conversations are off-the-record. Social Media, too Terms apply to each service. Each service is a different entity. Terms cannot be changed via email or oral agreement.

On Fri, Nov 2, 2018 at 10:40 AM Ariel Reinitz < Ariel.Reinitz@fisherbroyles.com wrote:

Ariel Reinitz

FisherBroyles, LLP

O: 646.494.6909 | M: 917.587.5520 | Email

From: Joseph Soleimani <joe@abjny.com> Sent: Monday, October 22, 2018 11:04 AM

To: Ariel Reinitz < Ariel. Reinitz@fisherbroyles.com>

Subject: RE: SubletSpy hits for order fijj87wr (Sep 18, 2018)

Hi Ariel,

The subscription must have been activated after it was previously deactivated. I had sent him screenshots showing that it was deactivated. In any case, I would like detailed subscription dates for all my subletspy subcriptions. In addition, please have Ari provide details on the tablets including a guaranteed delivery date and features. He had mentioned some type of service which they will all have and I would like to confirm such. Also, please lay out the details of the new gateguard moving forward.

We will also require a general release for anything he is claiming and an agreement that he will no longer continue to file complaints through various government agencies as an act of retaliation.

Thank You and looking forward.

Case 1:19-cr-00696-PAE Document 128-41 Filed 05/01/20 Page 3 of 6

×	10.00

Joseph Soleimani

Vice President

ABJ Properties, Inc.

1652 Park Avenue, Suite LL

New York, NY 10035

T. 212.860.5560

F. 212.860.5570

From: Ariel Reinitz < Ariel.Reinitz@fisherbroyles.com >

Sent: Wednesday, October 17, 2018 3:28 PM To: Joseph Soleimani < joe@abjny.com>

Subject: FW: SubletSpy hits for order fijj87wr (Sep 18, 2018)

Hi Joe – I spoke to Ari and he indicated that your subscription to 'SubletSpy' remains active (see below report). You can log in using any of the below links (login is done via 'PropertyPanel'). Let me know if this does (or doesn't) work.

The tablets we discussed were delayed in China (needed FCC certification before being shipped). They are currently on track to arrive in about 2 months (~December 15th). Ari is happy to maintain the order or apply your payment towards current GateGuard installation/service – let me know your preference.

Thanks,

Ariel Reinitz

FisherBroyles, LLP

Case 1:19-cr-00696-PAE Document 128-41 Filed 05/01/20 Page 4 of 6

O: 646.494.6909 | M: 917.587.5520 | Email

From: Ari Teman <ari@subletspy.com> Sent: Wednesday, October 17, 2018 3:07 PM To: Ariel Reinitz < Ariel.Reinitz@fisherbroyles.com >

Subject: Fwd: SubletSpy hits for order fijj87wr (Sep 18, 2018)



Ari Teman | Founder | teman™

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Services:

GateGuard.xyz Face-recognition entry panel, intercom, virtual doorman + camera system

Smart Lock w/Video Doorbell + Security Camera + Concierce LookLock.xyz (Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key) PropertyPanel.xyz | NYC's #1 property platform: Find, Analyze, Comply, News, more.

| Catch & Evict Illegal Airbnb-type sublets SubletSpy.com

Featured in:

The Real Deal, Cooperator, BISNOW, ABC, NBC, PIX, FOX, Pando, Curbed, Observer

Visit us for a demo:

NYC: Herald Square Miami: Lincoln Road

10 SECOND VIDEO:

GateGuard.xyz Face Recognition in Action

https://www.youtube.com/watch?v=1kxz8kbTB5o

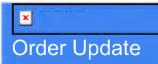
All conversations are off-the-record. Social Media, too. Terms apply to each service. Each service is a different entity. Terms cannot be changed via email or oral agreement.

----- Forwarded message ------From: <support.team@subletspy.com> Date: Tue, Sep 18, 2018 at 8:29 AM

Case 1:19-cr-00696-PAE Document 128-41 Filed 05/01/20 Page 5 of 6

Subject: SubletSpy hits for order fijj87wr (Sep 18, 2018)

To: <joe@abjny.com> Cc: <ari@subletspy.com>



Hi Joseph,

We have a hits for SubletSpy order fijj87wr.

(For security, you will be asked to log into PropertyPanel to view them.)

Address	Host	Reviews	Last Review	Hit Type	PDF
2267 Adam Clayton Powell Jr Blvd	Camille May Baker	3	Jul 2018	Direct Hit	View
173 W 133rd St	Richard	16	Jan 2018	Potential (Needs Confirmation)	View
526 W 173rd St	Maurice	15	Nov 2017	Direct Hit	View
173 W 133rd St	David	22	Aug 2017	Potential (Needs Confirmation)	View
524 W 173rd St	Angela	0	No reviews	Potential (Needs Confirmation)	View

We have a Rent Stabilized hits for SubletSpy order fijj87wr.

Address	Host	Hit Type	PDF
524 W 173rd St	Melissa Serluco	RS Direct Hit	View
173 W 133rd St	Gombraogo Ouedraogo	RS Direct Hit	View

Please let us know how we can be helpful.

SubletSpy Support:

support.team@subletspy.com

Ari's email (founder): ari@subletspy.com

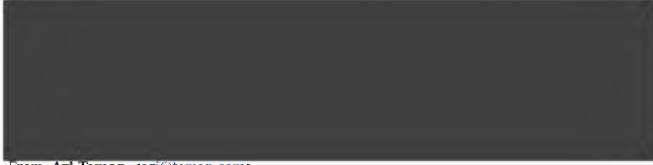
You receiving this email because you are client of SubletSpy.

Case 1:19-cr-00696-PAE Document 128-41 Filed 05/01/20 Page 6 of 6

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A-1773



From: Ari Teman < ari@teman.com> Date: Fri, Dec 14, 2018 at 10:53 AM

Subject: NOTICE OF INTENT TO FORCLOSE

To: Joseph Soleimani < <u>Joe@abjny.com</u>>

Joe,

As legally required, we are sending you a notice to foreclose on the buildings which had GateGuard.

Ari

Ari Teman | Founder | teman™

We make Real Estate proactive with Artificial Intelligence

212-203-3714 | teman.com | ari@teman.com



Services:

GateGuard.xyz

LookLock.xyz

Face-recognition entry panel, intercom, virtual doorman + camera system

Smart Lock w/Video Doorbell + Security Camera + Concierge (Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key) PropertyPanel.xyz | NYC's #1 property platform: Find, Analyze, Comply, News, more.

SubletSpy.com | Catch & Evict Illegal Airbnb-type sublets

Featured in:

The Real Deal, Cooperator, BISNOW, ABC, NBC, PIX, FOX, Pando, Curbed, Observer

Visit us for a demo: NYC: Herald Square Miami: Lincoln Road

10 SECOND VIDEO:

GateGuard.xyz Face Recognition in Action https://www.youtube.com/watch?v=1kxz8kbTB50

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Joseph Soleimani

Vice President

ABJ Properties, Inc.



Case 1:19-cr-00696-PAE Document 128-42 Filed 05/01/20 Page 2 of 2

1652 Park Avenue, Suite LL

New York, NY 10035

T. <u>212.860.5560</u>

F. <u>212.860.5570</u>

Case 1:19-cr-00696-PAE Document 128-43 Filed 05/01/20 Page 1 of 2

A-1775



GateGuard INC (a Division of Teman)

Teman.com support.team@teman.com 212-203-3714

Document 460-9

5 Penn Plaza (461 8th Ave)

SUITE 2372 New York, NY 10001

INVOICE

Invoice Number Invoice Date ABJhsifh783r58213a 06/04/2019

Due Date Balance Due 06/04/2019 \$1,131,473.06 **ABJ Properties** joe@abjny.com

Building Address: Multiple (Office: 1652 Park Avenue Suite LL, New York, NY 10035)

Item	Description	Unit Cost	Quantity	Tax	Line Total
GateGuard V1 Device	Device price at time of agreement	\$5,600.00	60	8.875%	\$365,820.00
GateGuard Installation		\$849.00	60	8.875%	\$55,460.93
Device Removal/ Disabling/ Tampering Fee	Per Contract	\$18,000.00	7	8.875%	\$137,182.50
Chargeback Fee	Per Contract	\$10,000.00	21		\$210,000.00
Use of attorney	Per contract, bringing in an attorney incurs an instant fee	\$5,000.00	14		\$70,000.00
Collections / Devices		\$10,000.00	7		\$70,000.00
GateGuard Monthly Fee	2 years Year Upfront, 60 devices (\$99.99/mo * 24)	\$2,399.76	60	8.875%	\$156,764.32
Security Deposit	Security Deposit	\$849.00	60		\$50,940.00
Reinstallation of 7 Devices		\$849.00	7		\$5,943.00

GOVERNMENT **EXHIBIT** 409 19 Cr. 696 (PAE)

SDNY 003179

Case 1:19-cr-00696-PAE Document 128-43 Filed 05/01/20 Page 2 of 2

ltem	Description	Unit Cost	Quantity	Tax	Line Tota
Monthly Fee	7 devices past-due (7 devices, 12 months)	\$99.99	86	8.875%	\$9,362.3
Terms Payer accepted a	nd accepts and terms at https://Gate0	Guard.xyz	Subto		\$1,072,407.74 \$59,065.33
			Paid To D	ate	\$0.0
			Balance D	ue	\$1,131,473.0

Case 1:19-cr-00696-PAE Document 128-44 Filed 05/01/20 Page 1 of 8

GateGuard.xyz

how can we be helpful?

DUE

ASK ABOUT: GateGuard xyz CLOUD COMPATIBLE CAMERA SYSTEM

DATE:

March 2, 2017

INVOICE#

GGXYZ_ABJ_1_2

RAISE RENTS + NO TAXES: You may be able to count security systems & intercoms toward Capital Improvements and charge the expense toward tenants with increased rent. See form and information link below.

Bill To:

ABJ Properties

Joseph Soleimani

joe@ABJny.com

100 W. 138th (ABJ LENOX,LLC)

PAY TO:

GATEGUARD INC

106 West 32nd Street, 2D15

NEW YORK, NY 10001

781-718-3375

SALES PERSON	P.O. NUMBER	SHIP DATE		TERMS
Ari Teman				Due now.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	GateGuard.xyz Panel	499,00	\$499,00
1	Installation	650,00	\$650,00
6	Monthly Service (6 months upfront)	99,00	\$594,00
		SUBTOTAL	\$1.743,00
		TAX RATE	EXEMP T
		SALES T AX	
		TOTAL	\$1.743,00

TAX EXEMPT CAPITAL IMPROVEMENTS: https://www.tax.ny.gov/pdf/publications/sales/pub862.pdf . You may need to fill out: https://www.tax.ny.gov/pdf/current_forms/st/st124_fill_in.pdf

Payer accepts terms at GateGuard.xyz/legal/terms.php | This is a 3 year contract.

Make all checks payable to GATEGUARD INC

GOVERNMENT EXHIBIT 409A 19 Cr. 696 (PAE)

GateGuard.xyz

how can we be helpful?

DUE

ASK ABOUT: GateGuard xyz CLOUD COMPATIBLE CAMERA SYSTEM

DATE:

March 2, 2017

INVOICE#

GGXYZ_ABJ_1_1

RAISE RENTS + NO TAXES: You may be able to count security systems & intercoms toward Capital Improvements and charge the expense toward tenants with increased rent. See form and information link below.

Bill To:

ABJ Properties

PAY TO:

539 Lenox (ABJ LENOX LLC)

GATEGUARD INC

Joseph Soleimani joe@ABJny.com

106 West 32nd Street, 2D15 NEW YORK, NY 10001

781-718-3375

SALES PERSON	P.O. NUMBER	SHIP DATE		TERMS
Ari Teman				Due now.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	GateGuard.xyz Panel	499,00	\$499,00
1	Installation	650,00	\$650,00
6	Monthly Service (6 months upfront)	99,00	\$594,00
		SUBTOTAL	\$1.743,00
		TAX RATE	EXEMPT
		SALES TAX	
	SHIF	PING & HANDLING	
		TOTAL	\$1.743,00

TAX EXEMPT CAPITAL IMPROVEMENTS: https://www.tax.ny.gov/pdf/publications/sales/pub862.pdf . You may need to fill out: https://www.tax.ny.gov/pdf/current_forms/st/st124_fill_in.pdf

Case 1:19-cr-00696-PAE Document 128-44 Filed 05/01/20 Page 3 of 8

GateGuard.xyz

how can we be helpful?

DUE

ASK ABOUT: GateGuard xvz CLOUD COMPATIBLE CAMERA SYSTEM

DATE:

March 2, 2017

INVOICE#

GGXYZ_ABJ_1_3

RAISE RENTS + NO TAXES: You may be able to count security systems & intercoms toward Capital Improvements and charge the expense toward tenants with increased rent. See form and information link below.

Bill To:

ABJ Properties

PAY TO:

102 W. 138th (ABJ LENOX,LLC)

GATEGUARD INC

Joseph Soleimani

106 West 32nd Street, 2D15

joe@ABJny.com

NEW YORK, NY 10001

781-718-3375

SALES PERSON	P.O. NUMBER	SHIP DATE	TERMS
Ari Teman			Due now.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	GateGuard.xyz Panel	499,00	\$499,00
1	Installation	650,00	\$650,00
6	Monthly Service (6 months upfront)	99,00	\$594,00
		SUBTOTAL	\$1.743,00
		TAX RATE	EXEMPT
		SALES TAX	
	SHIF	PPING & HANDLING	
		TOTAL	\$1.743,00

TAX EXEMPT CAPITAL IMPROVEMENTS: https://www.tax.ny.gov/pdf/publications/sales/pub862.pdf . You may need to fill out: https://www.tax.ny.gov/pdf/current_forms/st/st124_fill_in.pdf

A-1780

GateGuard.xyz

how can we be helpful?

DUE

ASK ABOUT: GateGuard xyz CLOUD COMPATIBLE CAMERA SYSTEM

DATE:

March 2, 2017

INVOICE#

GGXYZ_ABJ_1_4

RAISE RENTS + NO TAXES: You may be able to count security systems & intercoms toward Capital Improvements and charge the expense toward tenants with increased rent. See form and information link below.

Bill To:

ABJ Properties

PAY TO:

 $56~\mbox{W}.~127\mbox{th}$ (ABJ MILANO, LLC.)

GATEGUARD INC

Joseph Soleimani joe@ABJny.com 106 West 32nd Street, 2D15

NEW YORK, NY 10001

781-718-3375

SALES PERSON	P.O. NUMBER	SHIP DATE	TERMS
Ari Teman			Due now.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	GateGuard.xyz Panel	499,00	\$499,00
1	Installation	650,00	\$650,00
6	Monthly Service (6 months upfront)	99,00	\$594,00
	1	SUBTOTAL	\$1.743,00
		TAX RATE	EXEMP T
		SALES TAX	
	SHIF	PPING & HANDLING	
		TOTAL	\$1.743,00

TAX EXEMPT CAPITAL IMPROVEMENTS: https://www.tax.ny.gov/pdf/publications/sales/pub862.pdf . You may need to fill out: https://www.tax.ny.gov/pdf/current_forms/st/st124_fill_in.pdf

Case 1:19-cr-00696-PAE Document 128-44 Filed 05/01/20 Page 5 of 8

A-1781

GateGuard.xyz

how can we be helpful?

DUE

ASK ABOUT: GateGuard xyz CLOUD COMPATIBLE CAMERA SYSTEM

DATE:

March 2, 2017

INVOICE#

GGXYZ_ABJ_1_5

RAISE RENTS + NO TAXES: You may be able to count security systems & intercoms toward Capital Improvements and charge the expense toward tenants with increased rent. See form and information link below.

Bill To:

ABJ Properties

PAY TO:

GATEGUARD INC

106 West 32nd Street, 2D15

NEW YORK, NY 10001

781-718-3375

53-55 E. 130th (ABJ Milano Inc)	

Joseph Soleimani joe@ABJny.com

SALES PERSON	P.O. NUMBER	SHIP DATE		TERMS
Ari Teman				Due now.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	GateGuard.xyz Panel	499,00	\$499,00
1	Installation	650,00	\$650,00
6	Monthly Service (6 months upfront)	99,00	\$594,00
		ė	
		SUBTOTAL	\$1.743,00
		TAX RATE	EXEMPT
		SALES TAX	
	SHIF	PPING & HANDLING	
		TOTAL	\$1.743,00

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Case 1:19-cr-00696-PAE Document 128-44 Filed 05/01/20 Page 6 of 8

A-1782

GateGuard.xyz

how can we be helpful?

DUE

ASK ABOUT: GateGuard xyz CLOUD COMPATIBLE CAMERA SYSTEN

DATE:

March 2, 2017

INVOICE#

GGXYZ_ABJ_1_7

Due now.

RAISE RENTS + NO TAXES: You may be able to count security systems & intercoms toward Capital Improvements and charge the expense toward tenants with increased rent. See form and information link below.

Bill To:

SALES

Ari Teman

ABJ Properties

Joseph Soleimani

joe@ABJny.com

346 Lenox Ave (ABJ Milano Inc)

PAY TO:

GATEGUARD INC

106 West 32nd Street, 2D15

NEW YORK, NY 10001

781-718-3375

S PERSON	P.O. NUMBER	SHIP DATE		TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	GateGuard.xyz Panel	499,00	\$499,00
1	Installation	650,00	\$650,00
6	Monthly Service (6 months upfront)	99,00	\$594,00
		SUBTOTAL	\$1.743,00
		TAX RATE	EXEMP T
		SALES TAX	
	SHIF	PPING & HANDLING	
		TOTAL	\$1.743,00

TAX EXEMPT CAPITAL IMPROVEMENTS: https://www.tax.ny.gov/pdf/publications/sales/pub862.pdf . You may need to fill out: https://www.tax.ny.gov/pdf/current_forms/st/st124_fill_in.pdf

Case 1:19-cr-00696-PAE Document 128-44 Filed 05/01/20 Page 7 of 8

A-1783

GateGuard.xyz

how can we be helpful?

DUE

ASK ABOUT: GateGuard xyz CLOUD COMPATIBLE CAMERA SYSTEM

DATE:

March 2, 2017

INVOICE#

GGXYZ_ABJ_1_6

RAISE RENTS + NO TAXES: You may be able to count security systems & intercoms toward Capital Improvements and charge the expense toward tenants with increased rent. See form and information link below.

Bill To:

ABJ Properties

PAY TO:

342 Lenox (ABJ Milano Inc)

106 West 32nd Street, 2D15

Joseph Soleimani joe@ABJny.com

NEW YORK, NY 10001

GATEGUARD INC

781-718-3375

SALES PERSON	P.O. NUMBER	SHIP DATE	TERMS
Ari Teman			Due now.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	GateGuard.xyz Panel	499,00	\$499,00
1	Installation	650,00	\$650,00
6	Monthly Service (6 months upfront)	99,00	\$594,00
		SUBTOTAL	\$1.743,00
		TAX RATE	EXEMP T
		SALES TAX	
	SHIF	PPING & HANDLING	
		TOTAL	\$1.743,00

TAX EXEMPT CAPITAL IMPROVEMENTS: https://www.tax.ny.gov/pdf/publications/sales/pub862.pdf . You may need to fill out: https://www.tax.ny.gov/pdf/current_forms/st/st124_fill_in.pdf

Case 1:19-cr-00696-PAE Document 128-44 Filed 05/01/20 Page 8 of 8

GateGuard.xyz

how can we be helpful?

DUE

ASK ABOUT: GateGuard xyz CLOUD COMPATIBLE CAMERA SYSTEN

DATE:

March 2, 2017

INVOICE#

GGXYZ_ABJ_1_8

RAISE RENTS + NO TAXES: You may be able to count security systems & intercoms toward Capital Improvements and charge the expense toward tenants with increased rent. See form and information link below.

Bill To:

ABJ Properties

PAY TO:

2041 7th Avenue (ABJ Milano Inc)

GATEGUARD INC

Joseph Soleimani

106 West 32nd Street, 2D15

joe@ABJny.com

NEW YORK, NY 10001

781-718-3375

SALES PERSON	P.O. NUMBER	SHIP DATE		TERMS
Ari Teman				Due now.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	GateGuard.xyz Panel	499,00	\$499,00
1	Installation	650,00	\$650,00
6	Monthly Service (6 months upfront)	99,00	\$594,00
		SUBTOTAL	\$1.743,00
		TAX RATE	EXEMP T
		SALES TAX	
	SHIF	PPING & HANDLING	
		TOTAL	\$1.743,00

TAX EXEMPT CAPITAL |MPROVEMENTS: https://www.tax.ny.gov/pdf/publications/sales/pub862.pdf . You may need to fill out: https://www.tax.ny.gov/pdf/current_forms/st/st124_fill_in.pdf

Case 1:19-cr-00696-PAE Document 128-45 Filed 05/01/20 Page 1 of 1

A-1785

GateGuard.xyz

how can we be helpful?

DUE

ASK ABOUT: GateGuard.xyz CLOUD COMPATIBLE CAN ERA SYSTEM

DATE:

Oct 18

INVOICE #

GGXYZ_ABJ_1_6b

RAISE RENTS + NO TAXES: You may be able to count security systems & intercoms toward Capital Improvements and charge the expense toward tenants with increased rent. See form and information link below.

Bill To:

ABJ Properties

PAY TO:

342 Lenox (ABJ Milano Inc)

GATEGUARD INC

Joseph Soleimani

106 West 32nd Street, 2D15

joe@ABJny.com

NEW YORK, NY 10001

781-718-3375

SALES PERSON	P.O. NUMBER	SHIP DATE	TERMS
Ari Teman			Due now.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	GateGuard.xyz Panel	1.743,00	\$1.743,00
1	Installation		
6	Monthly Service (6 months upfront)		
		_	
		-	
-		SUBTOTAL	\$1.743,00
		TAX RATE	EXEMPT
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL	\$1.743,00

TAX EXEMPT CAPITAL IMPROVEMENTS: https://www.tax.ny.gov/pdf/publications/sales/pub862.pdf . You may need to fill out: https://www.tax.ny.gov/pdf/current_forms/st/st124_fill_in.pdf

> Payer accepts terms at GateGuard.xyz/legal/terms.php | This is a 3 year contract. Make all checks payable to GATEGUARD INC

> > Between and

GOVERNMENT **EXHIBIT** 409B 19 Cr. 696 (PAE)

5: i am going to a meeting, let me know when ur installed will be there to finish installation so the system doesnt have to freeze. also let me know Ari Teman: the actual terms are clients are responsible to have CATS at the door. We did it for you, but it's not the terms GOVERNMEN 19 Cr. 696 (PAE) EXHIBIT 409C just get this stuff up and running 100%. Let me know when your isntalled is coming 5: send your guy to complete the installation, i bought everything you asked for Ari Teman: you agreed to these terms when you paid the invoice. look on the invoice 5: i cant have tenants/visitors waiting for the system to restart Ari Teman: plug in the batteries and the connection will stay solid S: send me the terms i signed for, i will review it Ari Teman: but we will fix this so it doesn't happen Ari Teman: https://gateguard.xyz/legal/terms.php 5: i also agreed to a May 1st guarantee S: this is happening way too often S: where are the permanent boxes S: it either works or it doesnt S: i dont see a signature there S: thats not good enough for me S: i also agreed to tablets S: where is the usps box? S: where are my tablets? 5: should we keep going? Joe Joe Joe Joe Joe Joe Joe Joe Joe 9:47:16 AM] Joe 9:33:29 AM 9:43:02 AM] 9:44:87 AM] 9:44:29 AM] 9:45:20 AM] 9:45:38 AM] 9:45:55 AM] 9:46:01 AM] NA V 9:46:28 AM] 9:46:44 AM 9:46:50 AM 9:48:24 AM 9:42:43 AM] 9:42:56 AM] 9:43:12 AM] 9:43:27 AM 9:43:30 AM] 9:44:38 AM 9:46:03 AM 9:46:06 [11/8/17, [11/8/17, [11/8/17, 11/8/17, 11/8/17, 11/8/17, 11/8/17, 11/8/17, 11/8/17, 11/8/17, 11/8/17, 11/8/17, 11/8/17, 11/8/17, 11/8/17, 11/8/17, 11/8/17, 11/8/17, 11/8/17, 11/8/17, 11/8/17,

Case 1:19-cr-00696-PAE Document 128-47 Filed 05/01/20 Page 1 of 1

A-1787

From: support.team@teman.com

To: Elie Gabay

Subject: Tenant Ana Esterg at 518 West 204 is missing intercom calls.

Date: Friday, January 19, 2018 7:31:06 PM

Hi,

Ana Esterg from 518 West 204 [22] got a buzz, but they didn't login to the app.

Let us know how we can be helpful.

The GateGuard Team

support.team@teman.com

GOVERNMENT **EXHIBIT** 412 19 Cr. 696 (PAE)

A-1788

Case 1:19-cr-00696-PAE Document 128-48 Filed 05/01/20 Page 1 of 3

From: Ari Teman To: Elie Gabay

Subject: Re: Invoice sent (explained) Date: Friday, January 19, 2018 3:13:27 PM

Attachments: Invoice-0005.pdf

It's marked as qty 0. Total should display as \$3600. It is credited to the security deposit & monthly fees for the building order. It will come from gateguard.xyz -- please use the online link to pay (you can pay via ACH or credit/debit).

Ari Teman | Founder | teman™

We make Real Estate proactive with Artificial Intelligence 212-203-3714

106 W 32nd Street, NYC

https://teman.com | ari@teman.com

Services:

GateGuard.xyz

Face-recognition entry panel, intercom, AI virtual doorman + camera system

LookLock.xyz

Smart Lock w/Video Doorbell + Security Camera + Concierce (Opens with: Fingerprint, Code, NFC, Card, Fob. App, Key)

PropertyPanel.xyz NYC's #1 property platform: Find, Analyze, Comply, News, more.

SubletSpy.com Catch & Evict Illegal Airbnb-type sublets

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10 SECOND VIDEO:

GateGuard.xyz Face Recognition in Action

https://www.youtube.com/watch?v=1kxz8kbTB5o

All conversations are off-the-record, Social Media, too. Terms apply to each service. Each service is a different entity Terms cannot be changed via email or oral agreement.

On Fri, Jan 19, 2018 at 3:03 PM, Elie Gabay < elie@coneyrealty.com > wrote:

Why are we adding security deposit? We said 3600.

Also, I didn't get the invoice. Was it supposed to come in a separate email?

Elie Gabay

Coney Realty & Management

Tel: 718-338-2010 Fax: 718-338-7900 Elie@coneyrealty.com



Case 1:19-cr-00696-PAE Document 128-48 Filed 05/01/20 Page 2 of 3

---- Original message -----

From: Ari Teman <ari@teman.com> Date: 1/19/18 2:52 PM (GMT-05:00) To: Elie Gabay < <u>elie@coneyrealty.com</u>>

Subject: Invoice sent (explained)

Hi Elie,

I duct-taped our regular invoice template very quickly since this is a rush job, so to make sure it's clear. You'll pay:

- the device, \$3600 which will be credited to the version 2.0 monthly fees
- the security deposit \$849

Alex will be the installer. He will pick the stuff up from our office and install. He's done a bunch for us with this device, and he's very very good at his job.

Ari

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106 W 32nd Street, NYC

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GateGuard.xyz Face Recognition in Action

https://www.youtube.com/watch?v=1kxz8kbTB5o

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Case 1:19-cr-00696-PAE Document 128-48 Filed 05/01/20 Page 3 of 3

A-1790



GateGuard INC (a Division of Teman)

106 W 32nd St

Balance Due

Teman.com

FL 2

support.team@teman.com

New York, NY 10001

212-203-3714

INVOICE

Invoice Number

0005

HILLCREST POST ACQUISITIONS LLC (518 West 204 Street)

01/19/2018 Invoice Date 01/19/2018

Due Date Balance Due

\$3,600.00

elie@coneyrealty.com

Item	Description	Unit Cost	Quantity	Line Total
GateGuard V1 Panel	To be credited to Panel 2.0 monthly fees when installed	\$3,600.00	1	\$3,600.00
Security Deposit	GateGuard Security Deposit	\$849.00		\$0.00
Gold Plan Monitoring	GGxyz Monitoring : Gold Plan	\$49.99		\$0.00
Installation (Custom)	Included	\$0.00		\$0.00
Cat5 + Parts	Included	\$0.00		\$0.00
	ersion 1.0 ahead of 2.0 being available (~90 stands 1.0 device does not have 4G, IR, //gateguard.xyz	Subt Paid To D		\$3,600.00 \$0.00

Terms

Buyer accepts terms & conditions at https://gateguard.xyz

\$3,600.00

Case 1:19-cr-00696-PAE Document 128-49 Filed 05/01/20 Page 1 of 4

From: Ari Teman Elie Gabay

Subject: Re: Form for the 10 buildings (GiveAway) security deposit form (Action Required)

Date: Wednesday, January 24, 2018 4:24:13 PM

Hi Elie,

No sure if we got cut off or you had to run. As I mentioned, we'll agree to cap the maximum due if you remove a device or sell a building at \$6k total per device, with any payments made for that building already credited to that.

Ari

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106 W 32nd Street, NYC

https://teman.com | ari@teman.com

Services:

GateGuard.xyz Face-recognition entry panel, intercom, AI virtual doorman + camera system

Smart Lock w/Video Doorbell + Security Camera + Concierce LookLock.xyz (Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key)

PropertyPanel.xyz | NYC's #1 property platform: Find, Analyze, Comply, News, more.

SubletSpy.com Catch & Evict Illegal Airbnb-type sublets

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The Real Deal, Cooperator, BISNOW, ABC, NBC, PIX, FOX, Pando, Curbed, Observer

Visit us for a demo:

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10 SECOND VIDEO:

GateGuard.xyz Face Recognition in Action

https://www.youtube.com/watch?v=1kxz8kbTB5o

All conversations are off-the-record. Social Media, too. Terms apply to each service. Each service is a different entity Terms cannot be changed via email or oral agreement.

On Tue, Jan 23, 2018 at 4:16 PM, Ari Teman < ari@teman.com > wrote: Sure. Call me.

On Jan 23, 2018 4:11 PM, "Elie Gabay" < elie@coneyrealty.com > wrote:

Section 5K and 5L or your Terms and Conditions are pretty brutal. I stopped reading after I saw them.

I don't usually get nitpicky but we need to discuss these.

Elie Gabay

Coney Realty & Management

Tel: 718-338-2010

GOVERNMENT **EXHIBIT** 414 19 Cr. 696 (PAE)

Case 1:19-cr-00696-PAE Document 128-49 Filed 05/01/20 Page 2 of 4

Email: elie@coneyrealty.com

From: Ari Teman [mailto:ari@teman.com] Sent: Tuesday, January 23, 2018 11:29 AM To: Elie Gabay < elie@coneyrealty.com>

Subject: Re: Form for the 10 buildings (GiveAway) security deposit form (Action

Required)

Removed and updated:

https://win.teman.com/order/view/1e6pAyNGM40z2Q7R/verification

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(Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key) PropertyPanel.xyz | NYC's #1 property platform: Find, Analyze, Comply, News, more.

| Catch & Evict Illegal Airbnb-type sublets SubletSpy.com

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10 SECOND VIDEO:

GateGuard.xyz Face Recognition in Action

https://www.voutube.com/watch?v=1kxz8kbTB5o

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On Mon, Jan 22, 2018 at 11:29 AM, Elie Gabay < elie@coneyrealty.com > wrote:

91 Post is not us.

Please remove.

Case 1:19-cr-00696-PAE Document 128-49 Filed 05/01/20 Page 3 of 4

Elie Gabay

Coney Realty & Management

Tel: <u>718-338-2010</u>

Email: elie@coneyrealty.com

From: Ari Teman [mailto:ari@teman.com] Sent: Friday, January 19, 2018 3:40 PM To: Elie Gabay < elie@coneyrealty.com>

Subject: Form for the 10 buildings (GiveAway) security deposit form (Action

Required)

Hi Elie,

Here is the form to complete the order for the 10 version 2.0 devices you put into PropertyPanel.xyz. If someone in your office can fill in the info the security deposit (\$849) locks them in: https://win.teman.com/order/1e6pAyNGM40z2Q7R/payment

Heads up: I notice these 10 buildings do not include 518 West 204 St, unless it's an alternate address. Do you want to remove one or do 11 buildings (yay!)?

Thanks! Shabbat shalom.

Ari



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106 W 32nd Street, NYC

https://teman.com an@teman.com

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https://www.youtube.com/watch?v=1kxz8kbTB5o

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Terms cannot be changed via email or oral agreement.

From: Elie Gabay To: Ari Teman

Cc: Yoni (Jonathan) Irom

Subject: RE: Invoice for 20 buildings + Convertible Note Date: Sunday, March 25, 2018 1:41:00 AM

Attachments: Terms and Conditions.docx

Proposed changes to terms and conditions attached. Lets discuss once you've had a chance to review.

Thanks,

Elie Gabay

Coney Realty & Management

Tel: (718) 338-2010 Fax: (718) 338-7900

From: Ari Teman <ari@teman.com> Sent: Tuesday, March 13, 2018 6:28 PM To: Elie Gabay <elie@coneyrealty.com>

Cc: Yoni (Jonathan) Irom <jonathani@gkh-law.com> Subject: Invoice for 20 buildings + Convertible Note

Hi Elie,

Great chatting and thanks again. I'm excited to work together on this and appreciate your faith in me and the team.

Here is:

- 1. a template you can use for the 20 buildings. We can batch it for you if you need. If your office can send the 20 checks or wire this week that'll be helpful so I can make the wire to China and fly there next week to oversee final production steps.
- 2. the \$40k convertible note to FRIEND OR FRAUD INC (which holds Property Panel INC, GateGuard INC, and LookLock.xyz, but not SubletSpy, as mentioned). This is the same note and terms Kerry Miller (Goldman Sachs, now a VC) did -- based on the Y Combinator SAFE note. Copied is Yoni Irom of GKH law (they were Waze's law firm) with any questions.

Here is the wiring for the note:

WIRE INSTRUCTIONS FOR THE NOTE:

Bank name: Bank of America

Address: 100 North Tryon Street, Charlotte, North Carolina 28255

Phone number: +17043865681

Website: http://www.bankofamerica.com/

SWIFT code: BOFAUS3N

GOVERNMENT **EXHIBIT** 415 19 Cr. 696 (PAE)

Friend or Fraud INC ACCOUNT: 483056100351 ROUTING: 021000322

Let me know how I can be helpful.





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nttps://teman.com

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10 SECOND VIDEO:

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https://www.voutube.com/watch?v=1kxz8kbTB5o

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TERMS & CONDITIONS

GateGuard INC

Last Revised: November 30, 2017,3:30PM

HI THERE!

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

GateGuard INC, a Delaware Corporation (hereinafter referred to as "GateGuard", "we", "us", or "our") welcomes you ("User(s)" or "you") to our website at: http://GateGuard.xyz or https://teman.com (the "Site") which can be used to acquire a facial-recognition and amenities building entry system (the "Service(s)"). You may use the Site and any Services acquired by you from GateGuard in accordance with the terms and conditions hereunder. It is hereby made clear that the term "Site" shall also include any "Services" provided by GateGuard, whether subscribed for through the Site or offline. You may use the Site in accordance with the terms and conditions hereunder.

1. Acceptance of the Terms

By using the Site and/or the Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site and/or the Services and constitute a binding legal agreement between you

By entering, connecting to, accessing or using the Site, you also acknowledge that you have read and understood the terms of our Privacy Policy which is available at: http://GateGuard.xyz/legal/privacy.php and you agree to be bound by it and to comply with all applicable laws and regulations regarding your use of the Site.

VIOLATING THESE TERMS MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES. IF YOU DO NOT AGREE TO THESE TERMS, YOU HAVE NO RIGHT TO OBTAIN INFORMATION FROM OR OTHERWISE CONTINUE USING THE SITE AND/OR THE SERVICES AND YOU ARE REQUESTED NOT ENTER INTO, CONNECT TO, ACCESS OR USE THE SITE AND/OR THE SERVICES IN ANY MANNER.

The Site is available only to individuals who (a) are at least eighteen (18) years old (see section 17 below); and (b) possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law.

2. The Service

The Service can be used to facilitate the monitoring of building entry, including but not limited to tenants, staff, guests, vendors, government officials, enforcement agents, trespassers, and illegal subletters. The service may also provide amenities such as remove unlock, package scanning, and more.

GateGuard's responsibilities for the Services offered are limited to: (i) enabling people to enter the building by selecting a unit and entering a code, (ii) enabling people to enter the building by having someone remotely unlock the door via mobile device or apartment panel (optional, not included), (iii) enabling the Client to see a log of building entries, and filter by unit, face, person, and time. All services may be modified, updated, added, or removed at any time.

This Site provides comprehensive information regarding GateGuard and may include additional content related thereto such as contact information, videos, text, logos, button icons, images, data compilations, links, other specialized content, documentation, data, related graphics, know-how, specifications materials, designs, data, the "look and feel" of the Site, GUI, interactive features and other features obtained from or through the Site (collectively, the "Content").

ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE ARE RESERVED TO GateGuard. TO THE EXTENT LEGALLY PERMISSIBLE, THE SITE AND THE CONTENT AVAILABLE THEREIN AND THE CONTENT (AS SUCH TERM IS DEFINED BELOW) ARE PROVIDED ON AN "AS IS" BASIS. GateGuard WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS, INCURRED BY YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH SERVICES PROVIDED. YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT GateGuard MAKES NO RECOMMENDATIONS AND SUGGESTS NO ACTION. YOU UNDERSTAND GateGuard IS NOT AN ATTORNEY, LAW FIRM, LAW ENFORCEMENT, OR GOVERNMENT AGENCY. YOU AGREE AND ACKNOWLEDGE YOU WILL NOT TAKE ACTION BASED ON GateGuard INFORMATION. INFORMATION WE PRESENT ON OUR SITE OR OTHERWISE MAKE AVAILABLE TO YOU IS MERELY OPINION AND NOT REPRESENTED AS FACT AND WE ENCOURAGE YOU NOT TO ACT UPON IT WITHOUT DOING YOUR OWN INVESTIGATION AND DUE DILIGENCE.

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GateGuard may need access to update, repair, replace, or test devices. BY USING THIS SITE YOU GIVE GateGuard FULL PERMISSION TO ACCESS ANY PROPERTY OF YOURS, DIGITAL OR REAL WORLD, IN ANY METHOD, FOR ANY PURPOSE. BY CLICKING ANY LINK OR BUTTON, YOU REITERATE YOUR AGREEMENT.

3. Account Registration

In order to access certain features of the Service you must register and create an account ("Account"). Registration can be done by completing the registration form available on the Site.

Your Account is password protected. In order to protect the security of your personal information available on your Account to the greatest extent possible, you must safeguard and not disclose your Account log-in details and you must supervise the use of such Account. You are fully and solely responsible for the security of your computer system and all activity on your Account, even if such activities were not committed by you. You must provide accurate and complete information when creating an Account and you agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate. GateGuard reserves the right to suspend or terminate your Account and your access to the Site without refund if you create more than one (1) Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current or incomplete. GateGuard also reserves the right, at its sole discretion, to remove or reclaim any username at any time, for any other reason. If you wish to either change your user name or password to log-in to the Site, you may use Site menus or

Case 1:19-cr-00696-PAE Document 128-50 Filed 05/01/20 Page 5 of 20

you can send us an e-mail of your request to: support.team@GateGuard.xyz. Your Account will terminate within reasonable time following termination of your subscription to the Services, in accordance with terms set forth herein, and from that date of termination you will no longer be able to access your Account (see further details with respect thereto in the Privacy Policy).

CANCELLING YOUR ACCOUNT MAY CAUSE THE LOSS OF CERTAIN INFORMATION YOU PROVIDED TO US AND/OR THE CAPACITY OF YOUR ACCOUNT, WE DO NOT ACCEPT ANY LIABILITY FOR SUCH LOSS.

4. Use Conditions and Restrictions

There are certain conditions which are strictly required and certain conducts which are strictly prohibited, when using the Site. Please read the following conditions and restrictions carefully. Failure to comply with any of the provisions set forth herein may also expose a User to civil and/or criminal liability.

You may not (and you may not permit any third party to) unless otherwise explicitly permitted under these Terms: (a) use the Site and/or the Content for any illegal, immoral, unlawful and/or unauthorized purposes; (b) use the Site and/or Content for non-personal or commercial purposes without GateGuard's express prior written consent; (c) remove or disassociate, from the Content and/or the Site any restrictions and signs indicating proprietary rights of GateGuard or its licensors, including but not limited to any proprietary notices contained in such materials (such as ",", or "), and you represent and warrant that you will abide by all applicable laws in this respect; (d) interfere with or violate Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Site and retrieve, index and/or data-mine information; (e) interfere with or disrupt the operation of the Site or the servers or networks that host the Site, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (f) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that GateGuard endorses you, your site, your business or any statement you make, or present false or inaccurate information about the Site; (g) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us; (h) bypass any measures we may use to prevent or restrict access to the Site; (i) copy, modify, alter, adapt, replicate, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made available by GateGuard on or through the Site, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content; (j) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to GateGuard's proprietary rights, including GateGuard's Intellectual Property (as defined below), in any way or by any means, unless expressly permitted in the Terms and/or under any applicable laws which expressly permits such actions; (k) make any use of the Content on any other site or networked computer environment for any purpose, without GateGuard's prior written consent; (I) create a browser or border environment around GateGuard Content (no frames or inline linking is allowed); (m) sell, license, or exploit for

A-1800

any commercial purposes any use of or access to the Site and/or Content; (n) frame or mirror any part of the Site without GateGuard's prior express written authorization; (o) create a database by systematically downloading and storing all or any of the Content from the Site; (p) interfere with or damage the Site, including, without limitation by transmitting or otherwise making available in connection with the Site any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (q) use the Site for any purpose for which the Site is not intended; (r) infringe and/or violate any of the Terms; (s) provide to us any content which is unlawful for you to possess, post or upload in the country in which you are resident, or which it would be unlawful for GateGuard to use or possess in connection with the Site (including but not limited to any content which is defamatory, libelous, pornographic, indecent, harassing, threatening, abusive or fraudulent or any content which infringes upon third party privacy rights); (t) Use the Site to infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights; (u) use the Site to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers; (v) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity, including forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site or to send altered, deceptive or false sourceidentifying information; (w) provide any information we give you to any third party without our written consent; (x) share any information provided to you by us or otherwise in connection with the Site or Service with any site that provides listings of, including by not limited to: shared housing, sublets, real estate, "bed and breakfasts", hotels, apartments, housing, dorms, couch surfing, emergency housing, shelter, law enforcement, real estate news, without prior written consent from us; (y) to the extent permitted by law, share any information provided to you with any law enforcement or government or court entity of any kind in any jurisdiction without prior written consent from us; or (z) advocate, encourage, or assist any third party in doing any of the foregoing

Without derogating from the forgoing you acknowledge and agree that you will not share Content or any other information provided to you by us or otherwise made available in connection with the Site with any employee, contractor, agent, partner, vendor, investor, affiliate, attorney or law firm, investigator, or anyone with any relationship with any listing website or service, including, without limitation, Airbnb (including any company owned or affiliated with or operated by Airbnb, Inc., including but not limited to: Airbnb Payments, Inc., Airbnb Ireland, Airbnb Payments UK Ltd), VRBO, Homeaway, Craigslist, booking.com, or any other site where short term rentals or rentals of any kind are available or. If you violate this provision, you agree to pay \$10,000 per host or listing or results page or table shared, and any and all legal fees to recover from you, successfully or not, and any damages claimed by them against us, and any legal fees we are required to pay to defend such claim. You further agree that you will not share Content or any other information provided to you by us or otherwise in connection with the Site with any employee, contractor, agent, partner, vendor, investor, affiliate, attorney or law firm, investigator, or anyone with any relationship with any law enforcement agencies, any press, any violators of housing law, any government officer, any government employees or contractors or any politician, without our consent. GateGuard has the right

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to investigate and prosecute violations of any of the above to the fullest extent permitted by the law.

Orders and Fees ("Pricing")

You may purchase subscriptions to Services by submitting orders via the Site. All orders are subject to acceptance by GateGuard. The applicable fees shall be as stipulated in the price list made available by GateGuard on the Site from time to time, and subject to the additional payment terms stipulated at: http://GateGuard.xyz/legal/payment.php (aka "Pricing"), from time to time. GateGuard reserves the right to reasonably amend the price list and payment terms from time to time in its sole discretion, in which case any further purchase of additional Services or renewal of Services shall be subject to the price list and payment terms in effect at the time of additional purchase or renewal. We'd love to keep things cheap (or even free), but life sometimes throws surprises. GateGuard may modify pricing for any reason, such as but not limited to increased government fees, taxes, regulations, supplier costs, labor costs, etc.. We may raise pricing on monthly fees at a rate of up to 100% per year, but no more than a 350% increase over 3 years (that is, as an example only: for every one dollar (\$1) at the start, that \$1 cannot be raised to more than \$3.50 every 3 years, but can again be raised after in the same cycle). Increases within this limit do not allow for cancellation and you accept that they may incur.

GateGuard may and will pass-on any government fees, taxes, fines, penalties, registration costs, and other government issued fees directly to you. In the event GateGuard is issued any type of government fee or tax of any kind as a general item and not specific to a customer, we may device it by customers or devices and add it to a "Government Taxes & Fees" line item on your invoice.

5.B. Amenities and Services

You agree that GateGuard may sell through the site, apps, panels, wifi, and any other contact method or platform additional services directly to your tenants. These may include, but are not limited to, such things as insurance, rent payment services, internet connectivity, delivery services, cleaning services, online platforms, etc. GateGuard is not responsible to share any revenue from these services. The Client has no veto rights over such services

GateGuard will not revenue share with you in any way in any area for any service, item, product, device, or anytinganything from which we earn revenue at any time.

5.D. Internet Connectivity & Permission to Install Connectivity Devices You agree that GateGuard's entry system requires broadband internet access capable of uploading video clips at high speed. You agree GateGuard may take actions and install devices to provide connectivity in the area, and/or to strengthen the connectivity in the area

GateGuard, its partners or affiliates shall have the right to install ancillary equipment and antennas on the rooftop of the facility for the transmission and reception of communications signals, in support of GateGuard's services and general security at or around the Building, and the installation, construction, maintenance, operation, repair, replacement of its communications fixtures and related equipment, cables, accessories and improvements, as well as the right to test, survey and review title on the Property. Recipients hereby grants to any utility company providing utility services to GateGuard, its partners or affiliates, a non-exclusive easement over the Property, from an open and improved public road to the Premises, and upon the Premises and upon

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GateGuard's or a utility company's request, Recipients will execute a separate recordable easement evidencing this grant, at no cost to Gateguard, its agents or the

You agree to provide internet access and bring a CAT5 Ethernet cable and power supply (grounded outlet, and UPS, ot 12V 5AMP) to any door to which you will have us install GateGuard if asked, at your expense. You agree that if you ask us to handle such installation you will be billed at our Rates (see Pricing).

You agree to have redundant power (UPS, Uninterrupted Power Supply) and that any internet or power failures and any damaging resulting from such are not the responsibility of GateGuard. You may order an Uninterupted Power Supply to be installed with GateGuard.

You agree that GateGuard may install WiFi routers, repeaters, and has the right to install any equipment necessary to provide such connectivity, and necessary wiring, throughout your building to provide connectivity to remote panels (such as for Rent Regulated tenants who demand an in-apartment door monitor (not included in price)). You agree that GateGuard may bring internet to the building and sell or resell connectivity to the tenants from this network. You agree not to restrict or limit in any way GateGuard's ability to connect internet to the building. GateGuard may bring internet to the building via: Fiber Optic line, DSL, Cable, Cellular, Satellite, or any other method and install any devices, equipment, wiring, cameras, or other such technology as required to provide connectivity, monitoring, and security for GateGuard equipment as GateGuard sees fit. In the event any device we give or sell you exceeds 200MB of data transferred over a SIM card installed you will be billed at a rate of \$15 per GB (gigabyte), rounded up to the nearest half gigabyte (500 MB), regardless of if this is caused by you, a tenant, a stranger, us, a contractor, or anyone.

GateGuard may give or sell bandwidth and/or other usage of connectivity devices we install or have installed or our affiliates install as we choose and we are not required to share in any revenues, fees, or other profits or gains, from the above.

You agree that GateGuard may drill, cut, screw, cement, anchor, bolt, glue, fasten, place, stick and otherwise modify and/or attach to your building in any way it sees fit to install its system and services and connectivity devices. You assume any and all liability

You agree to never interfere, move, adjust, touch, paint, modify, block, occlude, cover, or otherwise change or impact or harm our connectivity equipment and antennae. You agree not to place any antenna(e) or connectivity devices on your roof or building exterior without our written permission. You agree we may plug into and use the nearest electric source at your building at your expense for any devices or connectivity devices or antennae. You agree we may transfer the rights of any devices we place for connectivity to anyone at our sole discretion.

You agree we may access your properties 24/7/365.5 (always, at any time), and that you will provide access on request within 30 minutes at any time. You agree we may install, break, drill, replace, and/or modify locks which provide access to any area of your property where we have placed or wish to place equipment or items of any kind. You agree to provide GateGuard access to any room, section, floor, hallway, elevator, shaft, or area of your building at any time we demand, and within 90 minutes notice. You agree that any time over 90 minutes will be billed to you at our hourly rates.

In the event of a loss of 4G or cellular service availability for any reason you agree to provide WiFi connectivity at your cost. If you do not provide it, GG may enter the building and provide it, at the Standard Labor Rates at the time of services.

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5.D. PropertyPanel.xyz Requirement

You agree that GateGuard will run on the PropertyPanel.xyz (by PropertyPanel, Inc., a DELAWARE corporation) platform and an account at PropertyPanel.xyz may be required to use the service at the time PropertyPanel.xyz goes live. You understand that the monthly subscription fees for PropertyPanel.xyz are not included in any payments for GateGuard.xyz. You understand that failure to maintain a PropertyPanel.xyz login may prohibit you from accessing and using GateGuard's dashboard as it runs on PropertyPanel.xyz.

5.E. Panel & Equipment Ownership

You agree that you are purchasing only a license to use a GateGuard panel and equipment and that should you stop paying for monitoring services, GateGuard has the right to remove any and all GateGuard equipment and/or shut of any and all GateGuard services and other services provided by GateGuard.

GateGuard reserves the right to terminate service and remove equipment at its own discretion, for any reason. This is primarily disclaimed for the potential case where the rate of abuse or failure, such as due to vandalism by tenants or unreliable power or internet sources, makes supporting that installation too costly, burdensome, or unreliable to GateGuard to provide excellent service.

5.F. Insurance & Repair

In the event someone or something damages a GateGuard Panel so that is inoperable GateGuard will replace the panel, with a deductible. GateGuard will do this up to 2 times, after which the deductible raises to twice its cost (if the deductible is \$699 it goes to \$1299). Should the panel fail on its own, due to an internal fault, GateGuard will replace it within the first year at no cost, and for \$699 after 2 years and and onward.

GateGuard will make every effort to replace panels within 1 business day, but cannot guarantee replacement time due to the many variables involved withy why a replacement may be needed, location, and installation requirements In the event someone damages a LookLock, we will replace it for \$199 plus shipping. Installation and labor are not included in any LookLock purchase. Labor is never insured or warranteed in any way.

5.G. Installation only included in price in NYC

As of now, GateGuard installation is only available from us in New York City. We may make an effort to locate licensed, experienced installers in other cities for you, and help them in understanding the installation process but we cannot guarantee this or their work. Should you need installation in other cities, please ask and let us know how we can be helpful.

5.H. Software Changes

You understand we may change, update, modify, reduce, increase, or otherwise alter the software on the Panels and Site and Apps and Services and any software. This includes but is not limited to: remove or add services, change the interface, add or remove buttons and options, change the method of access, change the methods of storage, encryption, and usage. All software changes will be notified to client in advance of implementation on the Gate Guard units.

I. Hardware Changes

You understand we may change, update, modify, reduce, increase, or otherwise alter the hardware. You agree that renderings of the hardware on the website may be differ slightly or drastically what is installed. You agree that we may, at any time, replace hardware installed, or add any hardware

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we wish, such as but not including: replacing panels, cameras, wiring, components, power sources, internet connectivity hardware, antennas, kiosks, screens, lighting, etc. You agree that GateGuard may do so at any time and does not require prior permission to enter a property and replace, add, remove, or alter hardware and/or software.

5.H. Insurance

You agree to carry insurance against eyber attacks ("eyber insurance"), property damage, and other damage to the devices. You agree that should anyone damage a GateGuard panel or other equipment, GateGuard may place a claim with your insurance company to recoup the costs incurred in replacing and/or repairing any devices or equipment, including but not limited to hardware costs and hourly staff costs at our Hourly Installation Rate. Why is GateGuard placing a claim if We own the unit?

5.J. Shipment & Installation

You agree that this service is in development and while every effort will be made to ship near 90 days of your order, delays from our suppliers and developers may occur, as well as delays in scheduling installation and in internet access and power being brought to the door. We cannot and do not guarantee any shipping date. Orders could be delayed up to 200 days from the estimated delivery date due to supply chain issues, customs issues, insurance, code issues, legal issues, etc. You agree and represent you will not suffer any loss or damage because of this, and will not seek any damages.

In the event you elect for us or a third party working for us to install any services: We will not patch any hole caused by removal of existing intercom; We will remove existing intercom panel and discard it. We will not replace or return the intercom for any reason. You accept at the moment of agreeing to these terms that your existing intercom is valueless and you suffer no loss from its removal. We do not wire tablets or panels into apartment units. We will not enter apartment units unless otherwise agreed to in writing by you, the tenant, and us. We do not integrate or connect in any way to existing intercom parts.

Rent Stabilized tenants may be required by law (such as NYC's DHCR) to be given a tablet or mobile device to use as their buzzer to avoid a Reduction in Services. You may purchase our TAB 700 in sets of 10, or use any Android 6.0+ or iOS 10+ device. Wall mounting and installing are not included or guaranteed. You agree that finding a tablet for tenants to use is your responsibility and we are not required to provide or have available any TAB 700 or any other tablets

5.K. Security Deposit(s)

We will take security deposits for devices which are given free. This is to protect us against folks who fail to pay service fees, and folks who fail to install the devices. Security Deposits for GateGuard.xyz devices given for free at \$849. The security deposit will be returned in 10 years if full payment of fees has been made.

Any payment later than 30 days, or any failure to pay any bill for more than 30 days forfeits the security deposit.

The following will forfeit the security deposit: Breaking or replacing the device (even with insurance, as we give it at a loss); Failing to make a monthly payment for more than 30 days; Engaging in any litigation; Posting negative reviews; Removing or disabling or interfering with the devices or service at any time; Breaching the contract in any way; Harassing or cursing at staff or contractors; Personally moving or opening a device without permission; Creating, investing in, supporting, or helping in any way a competitive or similar product or service; Vandalizing the product or services or any of our property; Causing us to incur costs greater than the security deposit;

5.L 10 Year Contract on Service; 15 years on Connectivity Devices

You agree this is a ten year (10 year) contract, meaning you agree to keep our devices installed and services operating for 10 years, and that monthly fees are due for all 12 months of all 10 years. Penalty for vandalizing or damaging devices or services intentionally: Breaching this contract by vandalizing any device or intentionally causing any device or antennae to not operate costs \$50,000,

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or the highest yearly revenue of any year for that device (or devices) per year, if this is greater, for the remaining time, plus legal fees.

Because we may place an antennae used by other services, antennae and any connectivity devices, must stay in place for 15 years from the date of installation, even in the event of service cancellation, building sales, renovation, and even demolition. In the event the building is sold it can only be sold on condition this entire contract remain fully binding on the purchaser.

6. Privacy Policy

We respect your privacy and are committed to protect the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you connect to, access or use the Site.Our policy and practices and the type of information collected are described in our Privacy Policy available at http://GateGuard.xyz which is incorporated herein by reference. You agree that GateGuard may use personal information that you provide or make available to GateGuard in accordance with the Privacy Policy. If you intend to connect to, access or use the Site you must first read and agree to the Privacy Policy.

The Site may allow you to upload or otherwise make available to GateGuard your own information, including materials such as text, images, photos or videos. Please be sure that while sharing information you respect the intellectual property and privacy rights of third parties who have any rights with respect to information you make available to GateGuard. GateGuard will not bear any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with any such receipt of such information or materials.

To the extent that you share with us any information pertaining to third parties, whether general information or personnel information: (i) you hereby represent that you have received from the applicable data subjects any required consent under any applicable privacy laws, for use of such information for the purpose for which you share such information with us, in accordance with the Privacy Policy, as may be amended from time to time; and (ii)you grant GateGuard a perpetual, non-exclusive, royalty-free, and worldwide license to use, publicly display, communicate, distribute, host, publish, reproduce, make modifications or derivatives work of and store, any such information, as may be required in connection with the operation of the Site or provision of Services by GateGuard.

6.B. Monitored Information.

You acknowledge that GateGuard collects and monitors, automatically and/or manually people, property, and objects entering and approaching your property. You agree that all data collected by GateGuard and its devices and services becomes property of GateGuard.

7. Confidential Information.

You shall not disclose to third parties nor use for any purpose other than for the proper use of the Site any Confidential Information received from GateGuard in whatever form under these Terms or in connection with the Services without the prior written permission of GateGuard. "Confidential Information" shall mean all data and information, not made available to the general public, oral or written, that relates to GateGuard, the Site and/or the Services, including without limitation these Terms and any agreement between you and GateGuard or the identity of individuals involved in the making, ownership, investment in, or operation of GateGuard. You shall limit access to Confidential Information to those of your personnel for whom such access is reasonably necessary for the proper use of the Services under these Terms. Such personnel shall be bound by written confidentiality obligations not less restrictive than those provided for herein. You shall be responsible for any breach of these Terms by any of your personnel.

You shall protect the Confidential Information with the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized disclosure or use of Confidential Information, as you exercise in protecting your own proprietary information. The aforementioned limitations shall not apply to Confidential Information which you can demonstrate: (i) was in your possession prior to disclosure hereunder provided that, immediately upon disclosure, you have brought this fact to the attention of GateGuard; or (ii) was in the public domain at the time of disclosure or later

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became part of the public domain without breach of the confidentiality obligations herein contained; or (iii) was disclosed by a third party without breach of any obligation of confidentiality; or (iv) is disclosed pursuant to administrative or judicial action, provided that you shall use your best efforts to maintain the confidentiality of the Confidential Information. If only a portion of the Confidential Information falls under any of the above alternatives, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of these Terms. Intellectual Property Rights

The Site, the Services the Content, and any other proprietary assets of GateGuard and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials and trade secrets, whether or not registered or capable of being registered (collectively, "Intellectual Property"), are owned by and/or licensed to GateGuard and are protected by applicable copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by GateGuard and its licensors. The Terms do not convey to you an interest in or to GateGuard Intellectual Property but only a limited, revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of GateGuard's Intellectual Property under any law. No licenses is granted to you by implication or otherwise under any Intellectual Property rights owned or controlled by GateGuard or its licensors, except for the licenses and rights expressly granted under these Terms. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site and/or Content, except as expressly permitted in these Terms.

To the extent you provide any feedback, comments or suggestions to GateGuard ("Feedback"), GateGuard shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any GateGuard current or future products, technologies or services and use same for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential. Furthermore, you warrant that your Feedback is not subject to any license terms that would purport to require GateGuard to comply with any additional obligations with respect to any GateGuard current or future products, technologies or services that incorporate any Feedback.

9. Trademarks and Trade names

GateGuard's marks and logos and all other proprietary identifiers used by GateGuard in connection with the Site ("GateGuard Trademarks") are all trademarks and/or trade names of GateGuard, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Site belong to their respective owners ("Third Party Marks"). No right, license, or interest to GateGuard Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto and therefore you will avoid using any of those marks, except as permitted herein.

You hereby agree that we may use your logos, brands, name, and intellectual property in any way we wish, including for marketing, investigation, promotional, and any other purpose.

10. Changes to the Site

GateGuard reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently this Site (or any part thereof, including but not limited to the Services or Content) without notice, at any time. In addition, you hereby acknowledge that the Content provided via this Site may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that GateGuard shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this Site or the Content included therein.

11. Links to Third Party Sites

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The Site may contain links to third-party websites or resources or embed third-party services. Those linked sites and services are provided solely as a convenience to you. These linked sites and services are not under the control of GateGuard and it is not responsible for the availability of such external sites or services, and does not endorse and is not responsible or liable for any content including but not limited to content advertising, products or other information on or available from such linked sites and services or any link contained in linked sites or service. You acknowledge and agree that GateGuard is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by GateGuard of such websites or resources or the content, products, or services available from such websites or resources

You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products or services on or available from such websites or resources. Most of such linked sites and services provide legal documents, including terms of use and privacy policy, governing the use thereof. It is always advisable and we encourage you to read such documents carefully before using those sites and services, inter alia, in order to know what kind of information about you is being collecting.

12. Disclaimer of Warranties

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE SITE, CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, GateGuard, INCLUDING ITS VENDORS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS ("GateGuard REPRESENTATIVES") EXPLICITLY DISCLAIMS ANY WARRANTIES MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF GateGuard. THE SITE'S AVAILABILITY AND FUNCTIONALITY DEPENDS ON VARIOUS FACTORS, SUCH AS COMMUNICATION NETWORKS, HARDWARE, SOFTWARE AND GateGuard'S SERVICE PROVIDERS AND CONTRACTORS. WE DO NOT WARRANT OR GUARANTEE (I) THAT THE SITE OR IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS, (II) THAT WE WILL CORRECT ANY ERRORS OR DEFECTS IN THE SITE, (III) AND/OR MAKE ANY REPRESENTATION REGARDING THE USE, INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SITE AND/OR CONTENT AVAILABLE THEREON OR THROUGH THE SITE (INCLUDING THAT THE RESULTS OF USING THE SITE WILL MEET YOUR REQUIREMENTS). GateGuard MAKES NO WARRANTY THAT THE SITE OR CONTENT, INCLUDING, BUT NOT LIMITED TO, REPORTS, ALERTS OR DATA WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. GateGuard MAKES NO WARRANTY REGARDING THE QUALITY OF ANY INFORMATION OR CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT OBTAINED THROUGH THE SITE OR IN CONNECTION WITH THE SERVICES.

WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY FOR ANY ITEM OR SERVICE PROVIDED BY ANY PERSON OR ENTITY OTHER THAN GateGuard. WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) TELECOMMUNICATIONS OR INTERNET PROVIDERS.

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YOU AGREE THAT USE OF THE SITE, THE SERVICES AND/OR THE CONTENT IS ENTIRELY AT YOUR OWN RISK. YOU FURTHER AGREE THAT GateGuard AND THE GateGuard REPRESENTATIVES ARE NOT RESPONSIBLE FOR ANY DAMAGE CAUSED BY YOUR OR ANYONE'S USE OF THE GateGuard SERVICES, SITE, INFORMATION, ALERTS, OR REPORTS.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

13 Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND CONTENT REMAINS WITH YOU. NEITHER GateGuard NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, OR SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GateGuard HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE

IN NO EVENT WILL GateGuard'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE EXCEED THE AMOUNTS YOU HAVE PAID IN THE ONE (1) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. YOU AGREE, REGARDLESS OF PAYMENTS, OUR MAXIMUM LIABILITY IS \$10,000 OR YOUR LATEST MONTHLY FEE, WHICHEVER IS LOWER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GateGuard AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

14. Indemnification

You agree to release, defend, indemnify, and hold GateGuard and its affiliates, including all GateGuard Representatives, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site or Content; (b) your violation of any provision of these Terms, (c) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party with respect to your use of the Site, or (d) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Service or the Site or the Content.

You agree GateGuard is not responsible for breaches, real or digital, that result in damage to your property or business. Always have redundant systems, insurance, and emergency plans,

You understand that GateGuard may use contractors and third-parties to provide services and that you hold these third parties, their affiliates and subsidiaries and contractors and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site or Content; (b) your violation of any provision of these Terms, (c) your violation of any third party rights, including without

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limitation any intellectual property rights or privacy right of such third party with respect to your use of the Site, or (d) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site or the Content.

You understand and accept that Friend or Fraud (Friend or Fraud INC in the USA, and Friend or Fraud LTD in Israel) is a provider of technical knowledge and expertise and is not responsible in any way for the Services, Site, or Content of GateGuard. You agree to hold Friend or Fraud, its affiliates and subsidiaries and contractors and its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site or Content; (b) your violation of any provision of these Terms, (c) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party with respect to your use of the Site, or (d) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site or the Content.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval. It is hereby clarified that the defense and indemnification obligations set forth herein will survive these Terms.

15. Amendments to the Terms

GateGuard may, at its sole discretion, at any time and without prior notice, change the Terms from time to time, including any other policies incorporated thereto, and including any pricing and fees, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect after such notice was provided on our Site or sent via e-mail, whichever is the earlier. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Site on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice. By continuing to access or use the Site after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site.

16. Termination of the Services' operation

At any time, GateGuard may discontinue your use of the Service in its sole discretion with or withouts any reason or prior notice, in addition to any other remedies that may be available to GateGuard under any applicable law. Additionally, GateGuard may at any time, at its sole discretion, cease the operation of the Site or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that GateGuard does not assume any responsibility with respect to, or in connection with the termination of the Site's operation and loss of any data. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the forgoing, the Intellectual Property Rights, Disclaimers of Warranties, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.

17. Minors

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To use the Site you must be over the age of eighteen (18). We reserve the right to request proof of age at any stage so that we can verify that minors under the age of eighteen (18) are not using the Site. In the event that it comes to our knowledge that a person under the age of eighteen (18) is using the Site, we will prohibit and block such User from accessing the Site and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy) with regard to such User.

18. Governing Law; Jurisdiction; Dispute Resolution

Certain additional legal terms, related to interpretation of these Terms, their governing law and other terms and restrictions related to the resolution of any dispute, claim or controversy between you and GateGuard, shall be as stipulated at: http://GateGuard.xyz/legal/dispute.php from time to time (the "Dispute Resolution Terms"). By accepting these Terms or otherwise entering, connecting to, accessing or using the Site, you acknowledge that you have read and understood the Dispute Resolution Terms, which are incorporated herein by reference, and you agree to be bound by and to comply with such Dispute Resolution Terms, and any provision thereof.

19. General

Entire Agreement - These Terms constitute the entire and exclusive understanding and agreement between GateGuard and you regarding the Site, Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between GateGuard and you regarding the Site, and/or Content.

Assignment - You may not assign or transfer these Terms, by operation of law or otherwise, without GateGuard's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. GateGuard may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices - Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by GateGuard (i) via email (in each case to the address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted and for notices made by posting to the Site the date of receipt will be deemed the date on which such notice is posted. Interpretation - Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

No Waiver; Cumulative Remedies; Severability - The failure of GateGuard to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of GateGuard. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Third Party Beneficiaries - These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties. Notwithstanding the foregoing, the parties agree that the third party payment service providers and payment card networks are third party beneficiaries of these Terms for purposes of enforcing provisions related to payments, but that their consent or agreement is not necessary for any changes or modifications to these Terms.

Exclusivity

You agree and accept that you will not put any lock or acted controlled controlled remotely, or any lock or access device opened by code or touch or biometrics or pattern, or any keyless access control device or system on any property where you have ordered GateGuard or LookLock.xyz. You will remove and/or give us permission to remove any such systems already in place or placed during the life of this contract.

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You agree to place into all leases & sub-lease documents and "house rules", and enforce, a complete ban on Amazon Key, Latch, Jet.com access control products, Amazon access control products, Google Access control products, Target Access control products, UPS access control products, FedEx access control products, DHL access control products, and other similar services and devices from any other provider or service. This is because of a loss of safety and security when third party services can open doors (We can't always monitor what other services do).

You agree that tenants and staff and you may not give Visitor Codes to courier or task services services. Couriers & Task Services may only get Visitor Codes or other long-standing or ongoing access from us. Couriers & Task Services include, but are not limited to: UPS, USPS, FEDEX, AMAZON, RDS, DHL, LAZERSHIP, UBER (UBER RUSH, UBER EATS), LYFT, GETT, JUMO, HOMER, HANDY, HOME DEPOT, IKEA, LOWES, TASKRABBIT, TARGET, KMART, Seamless, Grubhub, Foodler, Eat24, Yelp, CLEANLY, FLYCLEANERS, DOLAUNDRYFORME, MYCLEAN, and any similar services.

You agree tenants, occupants, and shareholders may only purchase access control products for your properties from us on our website.

GateGuard will be the exclusive provider of Package Management Services to you and your PROPERTIES(S) for ten (10) years.

21. Equipment and Tenant Information Services

GateGuard may place a kiosk, or kiosks, on walls, floor stands, doorman areas, concierge areas, elevators, elevator banks, and/or the storage areas (lockers, doors, or other surface) where tenants can see updates on packages and other services. These kiosks may also display information such as weather, promotions, discounts, events, partner notices, building information, and other items at GateGuard's discretion. The kiosks may or may not be interactive. They may or may not include printers, shipping supplies, and other items for use, or sale. They may have sensors and cameras to prevent vandalism and gather usage information.

For unattended buildings, and for attended buildings where the door person may step away or not be there 24/7/365, or for attended buildings, Teman may place a GateGuard Panel that enables couriers to enter the building.

22. Safety & Efficiency:

OVERVIEW:

The goal of this system is to remove the burden and liability of package management from the management company, building officers, and staff, and to remove risks associated with package management. As such, GateGuard will have control over all aspects package delivery, from who can deliver into the system, to when, and what. For example, GateGuard may require certain packages to be brought to a holding facility to be delivered overnight (12am to 6am) instead of during peak traffic where they pose a nuisance and/or risk to tenants. The preceding is only intended as one example.

GateGuard may allow or disallow any delivery service, courier, or other organization or individual from accessing the service, or placing items into any package area . GateGuard may disallow any product or item into package area, such as but not limited to hazardous, oversized, or overweight items that may pose a risk to equipment and humans.

GateGuard may require any or all Services to deliver to Holding Locations. This is for logistical reasons, such as to avoid overload, or traffic, or annoying residents at peak times, or excessive burden on the system or financials of the system. GateGuard may charge services a fee for usage of holding services. (Services will be able to deny this charge if they choose to hold the package themselves and re-deliver it at an approved time or return the package to its source)

GateGuard may deliver to the building between the hours of 12am and 6am. To maintain order, GateGuard has exclusive rights to serve as courier during these hours. GateGuard may charge services a fee for deliveries during this time. (Services will be able to deny this charge if they choose to hold the package themselves and re-deliver it at an approved time).

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Packages left in lockers for a long period of time, which shall be at GateGuard's discretion, may be moved to a holding facility and/or charged fees for longer storage, retrieval, or re-delivery. The fees will be disclosed at the location and the tenant notified of the impending fees should they fail to retrieve their package.

Management will give GateGuard a list of tenants and others allowed to access the system. GateGuard may also give access to the system at its discretion. GateGuard may integrate with management's computer systems so as to sync tenant information.

GateGuard may remove and/or replace and/or modify any other package receptacles and storage systems and package management systems in-place.

Liability for packages remains with the courier unless the package is in the GateGuard locker and it is stolen or damaged through technical fault of GateGuard.

GateGuard may access these devices and the floors they are in at any time. GateGuard may access the stairs, elevators, lobbies, loading areas, trash areas, laundry areas, storage areas, hallways, roofs, and other areas at any time.

Where a building is physically or legally impossible to install into, for GateGuard, or where GateGuard decides they cannot install into, it shall not nullify the rest of the agreement.

To prevent the "smuggling" of illegal objects, from packages to suitcases, GateGuard shall be the exclusive provider of guest management and tracking, access management, and surveillance services. Management company staff must ask guests to check-in with the GateGuard system. Management company must require the use of GateGuard systems for access control and surveillance and replace existing systems with GateGuard-enabled systems when required by GateGuard.

23. Redundant Connectivity Among GateGuard and other Devices & Additional Connectivity Terms

As these devices are internet-enabled and serves may be internet-dependent: GateGuard may place antennae and related equipment on the roofs and sides of buildings to provide connectivity for GateGuard and other services, and plug into and use the building's power. GateGuard may enable third parties at its sole discretion to connect and/or otherwise use or interact with these antennas for any purpose. "Antenna" shall include equipment needed to support the functionality of the antennae such as battery backup, power, cooling, poles, etc. GateGuard may connect to the building's existing internet used for any surveillance or data services or connect an internet source.

GateGuard, its partners or affiliates shall have the right to install ancillary equipment and antennas on the rooftop and/or sides or other surfaces interior or exterior of the facility for the transmission and reception of communications signals, in support of GateGuard's services and general security at or around the Building, and the installation, construction, maintenance, operation, repair, replacement of its communications fixtures and related equipment, cables, accessories and improvements, as well as the right to test, survey and review title on the Property. Recipients hereby grants to any utility company providing utility services to GateGuard, its partners or affiliates, a non-exclusive easement over the Property, from an open and improved public road to the Premises, and upon the Premises and upon GateGuard's or a utility company's request, Recipients will execute a separate recordable easement evidencing this grant, at no cost to Gateguard, its agents or the public utility.

In the event an existing building agreement prevents the placement of antennae on the roof and/or sides of the building, the Recipient agrees to condo-out a 80"x80" rooftop section to be made a separate entity not subject to the exclusivity agreement in any fashion specified by GateGuard. GateGuard may place internet connectivity equipment & wiring in the basement, utility room(s), network equipment rooms, reception desk, inside walls, floors, ceilings, at its discretion.

24. Exclusivity 2:

Recipients may not sign an exclusive or discount courier agreement with anyone else. Recipients may not place another package management system in their building or operations. GateGuard may remove any package system. GateGuard may remove shelving and other package storing apparatus to make room for GateGuard systems or any other reason.

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25. Transferability

GateGuard may sell or transfer all or part of this contract.

In the event the building changes management, ownership, or other forms of control this agreement remains in effect.

In the event any part of this contract is void for any reason the rest of the contract remains.

In the event Management Company takes on a new building as a client, these terms will apply to the new building(s).

26. Extended Timing

GateGuard has 465 business days to deliver and systems to each building. This shall start from the date of signing of this agreement. If the building, its staff, lobby, tenants, or outside factors such as street or building construction, or supplier delays, delay the delivery, the clock on these 465 days shall restart at the end of that delay. GateGuard may cancel, reject, deny or otherwise remove service to one or all buildings at any time.

Confidentiality

The terms of this agreement are confidential. You will not publish, share, or post these terms. GateGuard may use the Recipients names and logos for branding the devices, marketing, and other purposes.

28. Name & Assignment:

GateGuard may refer to this program under another brand name or licensee name.

GateGuard may license all or parts of the contract to another party or parties.

GateGuard may assign all or parts of the contract to another party or parties.

30. Not a Security System or Security Guard Replacement

This is not a security device and will not keep bad actors out of your property. This is not a replacement for a security system, or security guard service.

31. No Representation as to Laws. We do not recommend anything.

Regardless of what may be stated by us here or anywhere, you agree and accept it is entirely your responsibility to check and comply with the applicable laws, and we cannot and do not give legal advice, legal recommendations, recommendations of attorneys, or recommendations of any action of any kind.

32. INDEMNIFICATION AGAINST HACKING AND MALICIOUS ACTS BY INDIVIDUALS, ORGANIZATIONS, GOVERNMENTS, ETC

You acknowledge and agree that while we may make an intense effort to protect our devices, networks, connections, and data, you accept there is no possible way to ensure the security, trustworthiness, and reliability of any device, service provider, connection, ISP, chip maker, chip, code, component, or any item, individual, organization, country, or entity involved in any way or used in any way in the creation of any technology product. Therefore, you agree we are in no way responsible if any malicious or unintentional act or omission of any third party causes any damage to the device, your property, you, anyone at or near your property, your business, or in any other way that you may feel harms you. You accept that despite any and all efforts made, this technology is in constant "beta" state and subject to error, updates, hacking, and other failures, partial or complete. You acknowledge and agree that any information you send or receive during your use of the device may not be secure and may be intercepted or later acquired by unauthorized third parties.

33. NO COPYING. NON COMPETE

You agree not to enter into, partner with, invest in, purchase, fund, or otherwise engage in any access control business (smart locks, intercoms, door locks). You agree that if you do, personally, by any entity in which you hold shares or any control, by any entity which you advise or otherwise engage with, the full capital (all shares) of that entity and the intellectual property related to any access control systems or products becomes ours immediately.

You agree not to open, modify, photograph, publish, post, and/or share in any way the designs and/or details of any of our products.

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You agree that any and all designs, technology, systems, methods, algorithms, brands, logos, molds, code that we represent as ours is in-fact ours and that you do not and will not make any intellectual property claims against us. You agree that you give us full and completely unlimited license to use, transfer, and gift your intellectual property to anyone.

34. NO STEVIE NICKS

You agree to never play any Stevie Nicks song in, near, for, or around any member of our team, or on any of our devices or networks. She really ruined that band.

32. ADDITIONAL DEFINITIONS

courier: Any delivery service or individual. Examples, but not limited to: UPS, FedEx, DHL, RDS, Lasership, Amazon (all), Walmart, Jet, Uber, takeout food delivery persons (independent contractors, restaurants, Seamless, UberEats, etc.), process servers, TaskRabbit, Homer, and anyone paid or compensated by salary, per-task fee, per-package, tip, gratuity, and/or combination of these.

Package Management: Any action, service, device, process, team, method required to manage the delivery, pickup, inventorying, tracking, and handling of packages

Tenant: Includes, but is not limited to: Resident, Shareholder, Subtenant, Roommate, Guest, Visitor, Office Worker, Lease Holder, Staff.

Building: Includes but is not limited any structure on the Property, or the property itself.

Locker: A locker, cabinet, shelving system, closet, cage, box, monitored area (by placement of cameras), or any system deemed fit to store packages by GateGuard.

GateGuard Panel: A panel by GateGuard which can control building locks, which may (or may not) also include some or all of: face recognition, a screen, internet connectivity, a menu of tenants and ability to buzz them.

33. For information, questions or notification of errors, please contact:

If you have any questions (or comments) concerning the Terms, you are most welcome to send us an e-mail and we will make an effort to reply within a reasonable timeframe: support.team@GateGuard.xyz or http://GateGuard.xyz

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A-1815

Elie Gabay From: Ari Teman To:

Subject: RE: Invoice for 20 buildings + Convertible Note Date: Monday, March 26, 2018 5:18:00 PM

Updated feedback on my end below.

"Given all of the issues we are having with Tieman's system, I am very hesitant to move forward with him. I think we need to put this entire project on hold. And wait."

Elie Gabay

Coney Realty & Management

Tel: 718-338-2010

Email: elie@coneyrealty.com

From: Ari Teman <ari@teman.com> Sent: Monday, March 26, 2018 10:24 AM To: Elie Gabay <elie@coneyrealty.com>

Subject: Re: Invoice for 20 buildings + Convertible Note

Updated with tracking. Most changes made as requested.



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Services:

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GateGuard.xyz

Face-recognition entry panel, intercom, AI virtual doorman + camera system

LookLock.xyz

Smart Lock w/Video Doorbell + Security Camera + Concierce (Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key)

PropertyPanel.xyz NYC's #1 property platform: Find, Analyze, Comply, News, more.

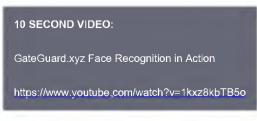
SubletSpy.com Catch & Evict Illegal Airbnb-type sublets

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All conversations are off-the-record. Social Media, too. Terms apply to each service. Each service is a different entity



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Terms cannot be changed via email or oral agreement

On Sun, Mar 25, 2018 at 1:26 PM, Ari Teman <ari@teman.com > wrote:

Mostly workable.

Here are thoughts to them:

- 1. We need the ability to update the code without updating 1000 landlords. We are rolling out changes slowly, and we test internally, and then on a few devices, and then more and more, but if we discover a critical bug or security flaw, we need to be able to fix it without any delay. We do not make drastic changes -- it's an intercom, not a mobile phone... not much change happening.
- 2. We need to be able to raise prices -- it's not relevant to these 20 devices since you're paying for the Gold Plan upfront for 10 years. I do not foresee us getting more expensive though. Probably we'll get cheaper and cheaper as time goes on and more folks try to compete (and fail!).
- 3. Ditto on the 10 year contract -- you're paying for 10 years of service upfront, at a discount. We need the 10 year agreement in place to secure agreements with telecos etc for discounts on SIM card data, etc (they're ok making \$5 a month if it's for 120 month, not if it's for 4 months). They require that language. (Obviously if you rip the device out they're unlikely to do anything.)
- 4. We include 1 free PropertyPanel Basic Account with each device, so you get 20 accounts for the 20 buildings. You are covered for 20 users.
- 5. We need the ability to remove a panel in the case of ongoing vandalism or network intrusion, but OK, I'm OK nixing this. Obviously if someone is using a device to hack the network, etc., we'll have to take it offline.
- 6. 5H: We self-insure the devices (you pay just \$689 to replace a unit if someone breaks it), so just any insurance company would try to get the claim paid by the responsible party or any insurance company covering that damage, we may attempt. For example, if a truck driver backs into the building or the facade collapses. Really, we likely won't bother... we don't lose much replacing one and filling out the claim won't be worth the time unless someone goes around and smashes 100 of our devices in one shot. Technically you are "licensing" the service from us for 10 years, for tax purposes, so we own the device for insurance purposes.
- 7. 5L: This is important to stay on -- if we put an antenna across the street on some guy's building who has GateGuard so your building gets good reception, then we need him to keep it on even if he removes the main device, and vice versa. You will not see or notice these devices from the street unless you look for them -- they're like shoebox size or thereabout... like wifi antennae. They help us ensure full signal to devices that are caught

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between bricks and glass. Obviously if someone rips one of their building it's more-likely we'll just put an antenna on a roof, etc., but we need to deter this.

- 8. Ok, you don't have to ban Key or Latch, but if they are on the building people will be able to sneak in through them and we won't have a record of the entry. We recommend 1 device for access control so you force everyone's face into it.
- 9. On that note, the terms to not accept an exclusive agreement prevents a manager from accidentally signing a bad contract that forces your intercom (us) off the wall.
- 10. The "Kiosk" we want to build is about 24"x24" with a tiny label printer so when tenants go to return a package, they print the label and stick it on the box and UPS, etc can identify it. Right now the biggest growing problem is packages stay in the hallway and are stolen, and then they complain to you. This Kiosk, we are checking, can also display the DOB/HPD info so you never get a fine for not putting up their latest required sign.

Ari



Ari Teman | Founder | teman™

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https://.eman.com ari@teman.com

Services:

GateGuard.xyz Face-recognition entry panel, intercom, Al virtual doorman + camera system

LookLock.xyz

Smart Lock w/Video Doorbell + Security Camera + Concierce (Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key)

PropertyPanel.xyz NYC's #1 property platform: Find, Analyze, Comply, News, more.

SubletSpy.com | Catch & Evict Illegal Airbnb-type sublets

Featured in:

The Real Deal, Cooperator, BISNOW, ABC, NBC, PIX, FOX, Pando, Curbed, Observer

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10 SECOND VIDEO:

GateGuard.xyz Face Recognition in Action

https://www.voutube.com/watch?v=1kxz8kbTB5o

All conversations are off-the-record. Social Media, too. Terms apply to each service. Each service is a different entity. Terms cannot be changed via email or oral agreement.

On Sun, Mar 25, 2018 at 1:42 AM, Elie Gabay < elie@conevrealty.com > wrote:

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A-1818

Didn't mean to send it to your attorney. I just hit reply to all.

Elie Gabay

Coney Realty & Management

Tel: (718) 338-2010 Fax: (718) 338-7900

From: Elie Gabay

Sent: Sunday, March 25, 2018 1:42 AM To: 'Ari Teman' <ari@teman.com>

Cc: Yoni (Jonathan) Irom <<u>jonathani@gkh-law.com</u>> **Subject:** RE: Invoice for 20 buildings + Convertible Note

Proposed changes to terms and conditions attached. Lets discuss once you've had a chance to review.

Thanks,

Elie Gabay

Coney Realty & Management

Tel: (718) 338-2010 Fax: (718) 338-7900

From: Ari Teman <ari@teman.com> Sent: Tuesday, March 13, 2018 6:28 PM To: Elie Gabay < elie@coneyrealty.com>

Cc: Yoni (Jonathan) Irom < <u>jonathani@gkh-law.com</u>> **Subject:** Invoice for 20 buildings + Convertible Note

Hi Elie,

Great chatting and thanks again. I'm excited to work together on this and appreciate your faith in me and the team.

Here is:

- 1. a template you can use for the 20 buildings. We can batch it for you if you need. If your office can send the 20 checks or wire this week that'll be helpful so I can make the wire to China and fly there next week to oversee final production steps.
- 2. the \$40k convertible note to FRIEND OR FRAUD INC (which holds Property Panel INC, GateGuard INC, and LookLock.xyz, but not SubletSpy, as mentioned). This is the same note and terms Kerry Miller (Goldman Sachs, now a VC) did -- based on the Y Combinator SAFE note. Copied is Yoni Irom of GKH law (they were Waze's law firm) with any questions.

Case 1:19-cr-00696-PAE Document 128-51 Filed 05/01/20 Page 5 of 5

Here is the wiring for the note:

WIRE INSTRUCTIONS FOR THE NOTE:

Bank name: Bank of America

Address: 100 North Tryon Street. Charlotte. North Carolina 28255

Phone number: +17043865681

Website: http://www.bankofamerica.com/

SWIFT code: BOFAUS3N

Friend or Fraud INC ACCOUNT: 483056100351 ROUTING: 021000322

Let me know how I can be helpful.

Ari



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10 SECOND VIDEO:

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https://www.voutube.com/watch?v=1kxz8kbTB5o

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A-1820

Case 1:19-cr-00696-PAE Document 128-52 Filed 05/01/20 Page 1 of 9

 From:
 Ari Teman

 To:
 Elie Gabay

Cc: Yoni (Jonathan) Irom

Subject: Re: Invoice for 20 buildings + Convertible Note

Date: Monday, March 26, 2018 5:35:19 PM

Attachments: Invoice-0026.pdf

Please pay the full invoice for the GateGuard device you got in 100% bad faith <u>immediately</u> before we discuss anything further. This is past-due since January 19th. I will send it to collections and place a lien on your building on Pessach.

You <u>promised</u> to not judge us based on the old device, which I didn't want to install for you because it relies on internet and you have Spectrum that <u>always</u> goes offline. You insisted and asked that we credit it toward the payment for the 10 device you ordered online (in which you entered our contract). I agreed based on your 10 building order (for which the contract is binding).

Now you're taking months of my time, making me look like a liar to other investors.

I DID mean to copy my attorney.

Your manager is an idiot and your internet has been off for days, as I said, and as your super told him. I cannot fix your manager being an idiot, but that's not my problem. My problem is you do not keep your end of contracts, you waste my time, and you make false promises. This is why they invented attorneys. I'm done with you. Pay the bill BEFORE you try to talk or it goes to the attorneys. I'm also going to sue you for interupting my business for the last 2 months with your lies.

Ari

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10 SECOND VIDEO:

GateGuard.xyz Face Recognition in Action https://www.youtube.com/watch?v=1kxz8kbTB5o GOVERNMENT EXHIBIT 417 19 Cr. 696 (PAE)

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A-1821

All conversations are off-the-record. Social Media, too. Terms apply to each service. Each service is a different entity Terms cannot be changed via email or oral agreement.

On Mon, Mar 26, 2018 at 5:24 PM, Ari Teman < ari@teman.com > wrote:

There's no issue with our system. Your internet box is offline. You could plug any computer into that box now and it won't go online.

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https://teman.com | an@teman.com

Services:

LookLock.xyz

GateGuard.xyz Face-recognition entry panel, intercom, AI virtual doorman + camera system

> Smart Lock w/Video Doorbell + Security Camera + Concierce (Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key)

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https://www.youtube.com/watch?v=1kxz8kbTB5o

All conversations are off-the-record. Social Media, too Terms apply to each service. Each service is a different entity Terms cannot be changed via email or oral agreement

On Mon, Mar 26, 2018 at 5:19 PM, Elie Gabay <<u>elie@coneyrealty.com</u>> wrote:

Updated feedback on my end below.

"Given all of the issues we are having with Tieman's system, I am very hesitant to move forward with him. I think we need to put this entire project on hold. And wait."

Elie Gabay

Coney Realty & Management

Tel: 718-338-2010

Email: elie@coneyrealty.com

From: Ari Teman <ari@teman.com>
Sent: Monday, March 26, 2018 10:24 AM
To: Elie Gabay <elie@conevrealty.com>

Subject: Re: Invoice for 20 buildings + Convertible Note

Updated with tracking. Most changes made as requested.



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https://teman.com ari@teman.com

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10 SECOND VIDEO: GateGuard.xyz Face Recognition in Action https://www.youtube.com/watch?v=1kxz8kbTB5o

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On Sun, Mar 25, 2018 at 1:26 PM, Ari Teman <ari@teman.com> wrote:

Mostly workable.

Here are thoughts to them:

1. We need the ability to update the code without updating 1000 landlords. We are rolling out changes slowly, and we test internally, and then on a few devices, and

Page 159 of 256

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then more and more, but if we discover a critical bug or security flaw, we need to be able to fix it without any delay. We do not make drastic changes -- it's an intercom, not a mobile phone... not much change happening.

- 2. We need to be able to raise prices -- it's not relevant to these 20 devices since you're paying for the Gold Plan upfront for 10 years. I do not foresee us getting more expensive though. Probably we'll get cheaper and cheaper as time goes on and more folks try to compete (and fail!).
- 3. Ditto on the 10 year contract -- you're paying for 10 years of service upfront, at a discount. We need the 10 year agreement in place to secure agreements with telecos etc for discounts on SIM card data, etc (they're ok making \$5 a month if it's for 120 month, not if it's for 4 months). They require that language. (Obviously if you rip the device out they're unlikely to do anything.)
- 4. We include 1 free PropertyPanel Basic Account with each device, so you get 20 accounts for the 20 buildings. You are covered for 20 users.
- 5. We need the ability to remove a panel in the case of ongoing vandalism or network intrusion, but OK, I'm OK nixing this. Obviously if someone is using a device to hack the network, etc., we'll have to take it offline.
- 6. 5H: We self-insure the devices (you pay just \$689 to replace a unit if someone breaks it), so just any insurance company would try to get the claim paid by the responsible party or any insurance company covering that damage, we may attempt. For example, if a truck driver backs into the building or the facade collapses. Really, we likely won't bother... we don't lose much replacing one and filling out the claim won't be worth the time unless someone goes around and smashes 100 of our devices in one shot. Technically you are "licensing" the service from us for 10 years, for tax purposes, so we own the device for insurance purposes.
- 7. 5L: This is important to stay on -- if we put an antenna across the street on some guy's building who has GateGuard so your building gets good reception, then we need him to keep it on even if he removes the main device, and vice versa. You will not see or notice these devices from the street unless you look for them -they're like shoebox size or thereabout... like wifi antennae. They help us ensure full signal to devices that are caught between bricks and glass. Obviously if someone rips one of their building it's more-likely we'll just put an antenna on a roof, etc., but we need to deter this.
- 8. Ok, you don't have to ban Key or Latch, but if they are on the building people will be able to sneak in through them and we won't have a record of the entry. We recommend 1 device for access control so you force everyone's face into it.
- 9. On that note, the terms to not accept an exclusive agreement prevents a manager from accidentally signing a bad contract that forces your intercom (us) off the wall.
- 10. The "Kiosk" we want to build is about 24"x24" with a tiny label printer so when tenants go to return a package, they print the label and stick it on the box and

Case 1:19-cr-00696-PAE Document 128-52 Filed 05/01/20 Page 5 of 9

UPS, etc can identify it. Right now the biggest growing problem is packages stay in the hallway and are stolen, and then they complain to you. This Kiosk, we are checking, can also display the DOB/HPD info so you never get a fine for not putting up their latest required sign.

Ari



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https://leman.com | ari@teman.com

Services:

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On Sun, Mar 25, 2018 at 1:42 AM, Elie Gabay <<u>elie@coneyrealty.com</u>> wrote:

Didn't mean to send it to your attorney. I just hit reply to all.

Elie Gabay

Coney Realty & Management

Tel: (718) 338-2010 Fax: (718) 338-7900

Case 1:19-cr-00696-PAE Document 128-52 Filed 05/01/20 Page 6 of 9

From: Elie Gabay Sent: Sunday, March 25, 2018 1:42 AM To: 'Ari Teman' <ari@teman.com> Co: Yoni (Jonathan) Irom <<u>jonathani@gkh-law.com</u>> Subject: RE: Invoice for 20 buildings + Convertible Note</ari@teman.com>
Proposed changes to terms and conditions attached.
Lets discuss once you've had a chance to review.
Thanks,
Elie Gabay Coney Realty & Management Tel: (718) 338-2010 Fax: (718) 338-7900
From: Ari Teman <ari@teman.com> Sent: Tuesday, March 13, 2018 6:28 PM To: Elie Gabay <eli@coneyrealty.com> Cc: Yoni (Jonathan) Irom <jonathani@gkh-law.com> Subject: Invoice for 20 buildings + Convertible Note</jonathani@gkh-law.com></eli@coneyrealty.com></ari@teman.com>
Hi Elie,
Great chatting and thanks again. I'm excited to work together on this and appreciate your faith in me and the team.
Here is:

1. a template you can use for the 20 buildings. We can batch it for you if you need. If your office can send the 20 checks or wire this week that'll be helpful so I can make

the wire to China and fly there next week to oversee final production steps.

2. the \$40k convertible note to FRIEND OR FRAUD INC (which holds Property Panel INC, GateGuard INC, and LookLock.xyz, but not SubletSpy, as mentioned). This is the same note and terms Kerry Miller (Goldman Sachs, now a VC) did -based on the Y Combinator SAFE note. Copied is Yoni Irom of GKH law (they were Waze's law firm) with any questions.

Here is the wiring for the note:

WIRE INSTRUCTIONS FOR THE NOTE:

Bank name: Bank of America

Address: 100 North Tryon Street, Charlotte, North Carolina 28255

Phone number: +17043865681

Website: http://www.bankofamerica.com/

SWIFT code: BOFAUS3N

Friend or Fraud INC

ACCOUNT: 483056100351

ROUTING: 021000322

Let me know how I can be helpful.

Ari



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https://www.youtube.com/watch?v=1kxz8kbTB5o

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A-1828



GateGuard INC (a Division of Teman)

106 W 32nd St

Teman.com

FL 2

support.team@teman.com

212-203-3714

New York, NY 10001

INVOICE

Due Date

Invoice Number 0026 Invoice Date

Elie Gabbay

03/21/2018 03/21/2018

elie@coneyrealty.com Building Address: 518 W 204 ST

Balance Due \$18,286.00 Building Owner LLC: HILLCREST POST ACQUISITIONS LLC

Item	Description	Unit Cost	Quantity	Line Total
GateGuard V1 Panel		\$14,999.00	1	\$14,999.00
Pai d		\$-3,600.00		\$0.00
Installation (Wired, basement, v1)	Included	\$1,499.00	1	\$1,499.00
Monthly Service	1st Year Upfront	\$149.00	12	\$1,788.00
(then increased to 2 Therefore, full price stated here and pay discussion will only and services is mad	their end of the deal ordering 10 devices 0). That pre-sale period is now over. for GateGuard v1 and installation is as ment is due immediately. Any further be had after full payment for our product e. Device is disabled until payment is made. be due plus penalty for removal if removed.)	Sub Paid To B alance		\$18,286.00 \$0.00 \$18,286.00

Terms

Buyer accepts terms & conditions at https://gateguard.xyz

Case 1:19-cr-00696-PAE Document 128-53 Filed 05/01/20 Page 1 of 2

Ari Teman From: To: Elie Gabay

Sheldon Rubin; Ariel Reinitz; Yoni (Jonathan) Irom Cc:

Subject: Re: Proof it"s your internet box Date: Tuesday, March 27, 2018 2:41:12 PM

The Super, Oscar, called.

- 1. He told me Spectrum came to repair the cable providing your building internet. Again, it wasn't us, as I said.
- 2. The device was immediately online once Spectrum fixed their issue (screenshot).
- 3. I was able to unlock the door remotely and Oscare was able to buzz a tenant (screenshot of log, log (login required)).

Here is where we are:

- 1. You entered into a contract to purchase 10 devices, and you are over 60 days late on payment, at great cost to my company and great stress to me.
- 2. You blame your inability to maintain your internet or power on me, and when I told Sheldon 3 days ago the internet was down, he denied it. You then attempted to breach an agreement.
- 3. You then stated you'd kill the 10 unit contract for which payment is due regardless per the terms.

That brings the total you owe us to 10 devices at \$18000 per device. You've read and markedup the contract, and that's the one we're sticking with because any other offers you make are clearly bullshit.

Take this to your father in law or whoever is the adult supervision and explain that if your end of the contract isn't upheld we're putting a lien on your building tomorrow. You will never get the opportunity to invest in our company, but you sure as hell will pay you bill.

If you need the copied attorneys to confirm we're going to enforce this, I'm sure Ariel will have fun drafting a letter, but you'll pay for that, too. Don't lie to people you hire to spy. It's a dumb move. Go to daddy, Elie, and ask him to call me or I'm going to town on all 10 buildings tomorrow. You and me are done.

Thanks.

Ari

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A-1830

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On Mon, Mar 26, 2018 at 5:38 PM, Ari Teman < ari@teman.com > wrote:

Here's a screenshot of the whatsapp chat with your super.

Pay your bill.

We'll discuss you wasting months of my time with outright lies after that. All my calls are recorded, too.

Case 1:19-cr-00696-PAE Document 128-54 Filed 05/01/20 Page 1 of 3

A-1831

From: Gina Hom
To: Jackie Monzon

Subject: FW: Invoice for New Intercom System

Date: Tuesday, January 14, 2020 3:10:35 PM

Attachments: image001.png

Invoice.mht

Thank you.

Gina Hom

Vice-President

1441 Broadway Suite 5047 New York, NY 10018 (646) 569-5574



Gina@crystalrmi.com

www.crvstalrmi.com

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From: Bonnie Soon-Osberger <bsoon-osberger@metisource.com>

Sent: Wednesday, April 4, 2018 11:24 AM

To: Board <bsoon-osberger@metisource.com>

Cc: Caroline Cabrera <caroline@crystalrmi.com>; Gina Hom <Gina@crystalrmi.com>; Jackie Monzon <jackie@crystalrmi.com>

Subject: Invoice for New Intercom System

Board,

Please see enclosed the invoice for \$3,947.88:

Panel = 2,499 Install = 849

1 year annual monitor/internet line service = 599.88 (49/month)

I spoke to the company regarding several inquiries from board members:

Intercom panel or electrical outage:

The panel has a 2 hour battery backup system.

In an event that electrical outage lasts for more than 2 hours, we can use a physical key for backup (Intercom company suggests that we change our cylinder so that we have one key with our management or in our lockbox for emergency access in event of outages)

· Visitor/Guests,

Under the \$25 monthly maintenance fee, it includes an internet line and basic monitoring service.

For \$49/monthly maintenance fee, it gives us additional capability of providing each visitor/guest with his/her unique access code. Also, each visitor/guest's access code can be



Document 460-9 Filed 10/30/24 Page 168 of 256

Case 1:19-cr-00696-PAE Document 128-54 Filed 05/01/20 Page 2 of 3

A-1832

assigned with length of visit.

The enclosed invoice is billed for the \$49 monthly service. Having capability to assign guest/visitor with his/her unique code avoids shareholders giving their access codes to visits and guests. Please let me know if you have questions. The enclosed invoice will be submitted to our management for payment so that we can initiate the order with the intercom company. Regards,

Bonnie

Case 1:19-cr-00696-PAE Document 128-54 Filed 05/01/20 Page 3 of 3

teman	un	Teman com support team@eman.com 212-203-3714		RC v szilű si Rew York, NY 10001	
NVCROE					
Invoice Number Invoice Date Due Date Balance Due	0027 03/26/2018 03/26/2018 \$3.947.88	18 Mercer Equities bsoonosberger@gmail.com			
Item	Description		Unit Cost	Quantity	Line Total
ateraced 2 II and augustator and Frances			\$2,499.00	F	\$2,499.00
ectand by? edition taketion	Surface Installation	ec.	\$849.00	-	\$849.00
Acontacting	GGvyz Monitoring Upfront)	GGxyz Monttoring : Gold Plan (1st year Paid Upfront)	\$49.99	22	\$599.68
Delivery in 120-150 of the device tempo (2nd installation fee Terms	Delivery in 120-150 days from invoice. We can install Version of the device temporarily until then if there delay is two long (2nd installation fee may apply). Tems	Delivery in 120-150 days from invoice. We can install Version 1 of the device temporarily until then if There delay is two long (2nd installation fee may apply). Tems	Subtotal Paid To Date Balance Due	Subtotal I To Date nce Due	\$3,947 86 \$0.00

Page 1 of 22

A-1834

TERMS & CONDITIONS

GateGuard INC

Last Revised: November 30, 2017,3:30PM

HI THERE!

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

GateGuard INC, a Delaware Corporation (hereinafter referred to as "GateGuard", "we", "us", or "our") welcomes you ("User(s)" or "you") to our website at: https://GateGuard.xyz or https://teman.com (the "Site") which can be used to acquire a facial-recognition and amenities building entry system (the "Service(s)"). You may use the Site and any Services acquired by you from GateGuard in accordance with the terms and conditions hereunder. It is hereby made clear that the term "Site" shall also include any "Services" provided by GateGuard, whether subscribed for through the Site or offline. You may use the Site in accordance with the terms and conditions hereunder.

1. Acceptance of the Terms

By using the Site and/or the Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site and/or the Services and constitute a binding legal agreement between you and GateGuard.

By entering, connecting to, accessing or using the Site, you also acknowledge that you have read and understood the terms of our Privacy Policy which is available at: http://GateGuard.xyz/legal/privacy.php and you agree to be bound by it and to comply with all applicable laws and regulations regarding your use of the Site.

VIOLATING THESE TERMS MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES. IF YOU DO NOT AGREE TO THESE TERMS, YOU HAVE NO RIGHT TO OBTAIN INFORMATION FROM OR OTHERWISE CONTINUE USING THE SITE AND/OR THE SERVICES AND YOU ARE REQUESTED NOT ENTER INTO, CONNECT TO, ACCESS OR USE THE SITE AND/OR THE SERVICES IN ANY MANNER.

The Site is available only to individuals who (a) are at least eighteen (18) years old (see section 17 below); and (b) possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law.

The Service

GOVERNMENT **EXHIBIT** 441 19 Cir. 696 (PAE)

SDNY 003125

Page 2 of 22

A-1835

The Service can be used to facilitate the monitoring of building entry, including but not limited to tenants, staff, guests, vendors, government officials, enforcement agents, trespassers, and illegal subletters. The service may also provide amenities such as remove unlock, package scanning, and more.

GateGuard's responsibilities for the Services offered are limited to: (i) enabling people to enter the building by selecting a unit and entering a code, (ii) enabling people to enter the building by having someone remotely unlock the door via mobile device or apartment panel (optional, not included), (iii) enabling the Client to see a log of building entries, and filter by unit, face, person, and time. All services may be modified, updated, added, or removed at any time.

This Site provides comprehensive information regarding GateGuard and may include additional content related thereto such as contact information, videos, text, logos, button icons, images, data compilations, links, other specialized content, documentation, data, related graphics, know-how, specifications materials, designs, data, the "look and feel" of the Site, GUI, interactive features and other features obtained from or through the Site (collectively, the "Content").

ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE ARE RESERVED TO GateGuard. TO THE EXTENT LEGALLY PERMISSIBLE, THE SITE AND THE CONTENT AVAILABLE THEREIN AND THE CONTENT (AS SUCH TERM IS DEFINED BELOW) ARE PROVIDED ON AN "AS IS" BASIS. GateGuard WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS, INCURRED BY YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH SERVICES PROVIDED.

YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT GateGuard MAKES NO RECOMMENDATIONS AND SUGGESTS NO ACTION. YOU UNDERSTAND GateGuard IS NOT AN ATTORNEY, LAW FIRM, LAW ENFORCEMENT, OR GOVERNMENT AGENCY, YOU AGREE AND ACKNOWLEDGE YOU WILL NOT TAKE ACTION BASED ON GateGuard INFORMATION, INFORMATION WE PRESENT ON OUR SITE OR OTHERWISE MAKE AVAILABLE TO YOU IS MERELY OPINION AND NOT REPRESENTED AS FACT AND WE ENCOURAGE YOU NOT TO ACT UPON IT WITHOUT DOING YOUR OWN INVESTIGATION AND DUE DILIGENCE.

GateGuard IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL INFORMATION AND ANY ACTIONS TAKEN ARE AT THE USER'S OWN RISK.

GateGuard may need access to update, repair, replace, or test devices. BY USING THIS SITE YOU GIVE GateGuard FULL PERMISSION TO ACCESS ANY PROPERTY OF YOURS, DIGITAL OR REAL WORLD, IN ANY METHOD, FOR ANY PURPOSE. BY CLICKING ANY LINK OR BUTTON, YOU REITERATE YOUR AGREEMENT.

Account Registration

In order to access certain features of the Service you must register and create

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an account ("Account"). Registration can be done by completing the registration form available on the Site.

Your Account is password protected. In order to protect the security of your personal information available on your Account to the greatest extent possible, you must safeguard and not disclose your Account log-in details and you must supervise the use of such Account. You are fully and solely responsible for the security of your computer system and all activity on your Account, even if such activities were not committed by you. You must provide accurate and complete information when creating an Account and you agree not to misrepresent your identity or your Account information.

You agree to keep your Account information up to date and accurate. GateGuard reserves the right to suspend or terminate your Account and your access to the Site without refund if you create more than one (1) Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current or incomplete. GateGuard also reserves the right, at its sole discretion, to remove or reclaim any username at any time, for any other reason. If you wish to either change your user name or password to log-in to the Site, you may use Site menus or you can send us an e-mail of your request to: support.team@GateGuard.xyz. Your Account will terminate within reasonable time following termination of your subscription to the Services, in accordance with terms set forth herein, and from that date of termination you will no longer be able to access your Account (see further details with respect thereto in the Privacy Policy).

CANCELLING YOUR ACCOUNT MAY CAUSE THE LOSS OF CERTAIN INFORMATION YOU PROVIDED TO US AND/OR THE CAPACITY OF YOUR ACCOUNT. WE DO NOT ACCEPT ANY LIABILITY FOR SUCH LOSS.

Use Conditions and Restrictions

There are certain conditions which are strictly required and certain conducts which are strictly prohibited, when using the Site. Please read the following conditions and restrictions carefully. Failure to comply with any of the provisions set forth herein may also expose a User to civil and/or criminal liability.

You may not (and you may not permit any third party to) unless otherwise explicitly permitted under these Terms: (a) use the Site and/or the Content for any illegal, immoral, unlawful and/or unauthorized purposes; (b) use the Site and/or Content for non-personal or commercial purposes without GateGuard's express prior written consent; (c) remove or disassociate, from the Content and/or the Site any restrictions and signs indicating proprietary rights of GateGuard or its licensors, including but not limited to any proprietary notices contained in such materials (such as ",", or "), and you represent and warrant that you will abide by all applicable laws in this respect; (d) interfere with or violate Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Site and retrieve, index and/or data-mine information; (e) interfere with or disrupt the operation of the Site or the servers or networks that host the Site, or disobey any laws, regulations, requirements, procedures, or policies of

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such servers or networks; (f) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that GateGuard endorses you, your site, your business or any statement you make, or present false or inaccurate information about the Site; (g) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us; (h) bypass any measures we may use to prevent or restrict access to the Site; (i) copy, modify, alter, adapt, replicate, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made available by GateGuard on or through the Site, or publicly display, reproduce, create derivative works from. perform, distribute, or otherwise use such Content; (j) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to GateGuard's proprietary rights, including GateGuard's Intellectual Property (as defined below), in any way or by any means, unless expressly permitted in the Terms and/or under any applicable laws which expressly permits such actions; (k) make any use of the Content on any other site or networked computer environment for any purpose, without GateGuard's prior written consent; (I) create a browser or border environment around GateGuard Content (no frames or inline linking is allowed); (m) sell, license, or exploit for any commercial purposes any use of or access to the Site and/or Content; (n) frame or mirror any part of the Site without GateGuard's prior express written authorization; (o) create a database by systematically downloading and storing all or any of the Content from the Site; (p) interfere with or damage the Site, including, without limitation by transmitting or otherwise making available in connection with the Site any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (q) use the Site for any purpose for which the Site is not intended; (r) infringe and/or violate any of the Terms; (s) provide to us any content which is unlawful for you to possess, post or upload in the country in which you are resident, or which it would be unlawful for GateGuard to use or possess in connection with the Site (including but not limited to any content which is defamatory, libelous, pornographic, indecent, harassing, threatening, abusive or fraudulent or any content which infringes upon third party privacy rights); (t) Use the Site to infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights; (u) use the Site to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers; (v) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity, including forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site or to send altered, deceptive or false source-identifying information; (w) provide any information we give you to any third party without our written consent; (x) share any information provided to you by us or otherwise in connection with the Site or Service with any site that provides listings of, including by not limited to: shared housing, sublets, real estate, "bed and breakfasts", hotels, apartments, housing, dorms, couch surfing, emergency housing, shelter, law enforcement, real estate news, without prior

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written consent from us; (y) to the extent permitted by law, share any information provided to you with any law enforcement or government or court entity of any kind in any jurisdiction without prior written consent from us; or (z) advocate, encourage, or assist any third party in doing any of the foregoing.

Without derogating from the forgoing you acknowledge and agree that you will not share Content or any other information provided to you by us or otherwise made available in connection with the Site with any employee, contractor, agent, partner, vendor, investor, affiliate, attorney or law firm, investigator, or anyone with any relationship with any listing website or service, including, without limitation, Airbnb (including any company owned or affiliated with or operated by Airbnb, Inc., including but not limited to: Airbnb Payments, Inc., Airbnb Ireland, Airbnb Payments UK Ltd), VRBO, Homeaway, Craigslist, booking.com, or any other site where short term rentals or rentals of any kind are available or. If you violate this provision, you agree to pay \$10,000 per host or listing or results page or table shared, and any and all legal fees to recover from you, successfully or not, and any damages claimed by them against us, and any legal fees we are required to pay to defend such claim. You further agree that you will not share Content or any other information provided to you by us or otherwise in connection with the Site with any employee, contractor, agent, partner, vendor, investor, affiliate, attorney or law firm, investigator, or anyone with any relationship with any law enforcement agencies, any press, any violators of housing law, any government officer, any government employees or contractors or any politician, without our consent. GateGuard has the right to investigate and prosecute violations of any of the above to the fullest extent permitted by the law.

5. Orders and Fees ("Pricing")

You may purchase subscriptions to Services by submitting orders via the Site. All orders are subject to acceptance by GateGuard. The applicable fees shall be as stipulated in the price list made available by GateGuard on the Site from time to time, and subject to the additional payment terms stipulated at: http://GateGuard.xyz/legal/payment.php (aka "Pricing"), from time to time. GateGuard reserves the right to amend the price list and payment terms from time to time in its sole discretion, in which case any further purchase of additional Services or renewal of Services shall be subject to the price list and payment terms in effect at the time of additional purchase or renewal.

We'd love to keep things cheap (or even free), but life sometimes throws surprises. GateGuard may modify pricing for any reason, such as but not limited to increased government fees, taxes, regulations, supplier costs, labor costs, etc.. We may raise pricing on monthly fees at a rate of up to 100% per year, but no more than a 350% increase over 3 years (that is, as an example only: for every one dollar (\$1) at the start, that \$1 cannot be raised to more than \$3.50 every 3 years, but can again be raised after in the same cycle). Increases within this limit do not allow for cancellation and you accept that they may incur.

GateGuard may and will pass-on any government fees, taxes, fines, penalties, registration costs, and other government issued fees directly to you. In the event GateGuard is issued any type of government fee or tax of any kind as a general item and not specific to a customer, we may device it by customers or devices and add it to a "Government Taxes & Fees" line item on your invoice.

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5.B. Amenities and Services

You agree that GateGuard may sell through the site, apps, panels, wifi, and any other contact method or platform additional services directly to your tenants. These may include, but are not limited to, such things as insurance, rent payment services, internet connectivity, delivery services, cleaning services, online platforms, etc. GateGuard is not responsible to share any revenue from these services. The Client has no veto rights over such services.

GateGuard will not revenue share with you in any way in any area for any service, item, product, device, or anyting from which we earn revenue at any time.

5.D. Internet Connectivity & Permission to Install Connectivity Devices You agree that GateGuard's entry system requires broadband internet access capable of uploading video clips at high speed. You agree GateGuard may take actions and install devices to provide connectivity in the area, and/or to strengthen the connectivity in the area.

GateGuard, its partners or affiliates shall have the right to install ancillary equipment and antennas on the rooftop of the facility for the transmission and reception of communications signals, in support of GateGuard's services and general security at or around the Building, and the installation, construction, maintenance, operation, repair, replacement of its communications fixtures and related equipment, cables, accessories and improvements, as well as the right to test, survey and review title on the Property. Recipients hereby grants to any utility company providing utility services to GateGuard, its partners or affiliates, a non-exclusive easement over the Property, from an open and improved public road to the Premises, and upon the Premises and upon GateGuard's or a utility company's request, Recipients will execute a separate recordable easement evidencing this grant, at no cost to Gateguard, its agents or the public utility.

You agree to provide internet access and bring a CAT5 Ethernet cable and power supply (grounded outlet, and UPS, ot 12V 5AMP) to any door to which you will have us install GateGuard if asked, at your expense. You agree that if you ask us to handle such installation you will be billed at our Rates (see Pricing).

You agree to have redundant power (UPS, Uninterrupted Power Supply) and that any internet or power failures and any damaging resulting from such are not the responsibility of GateGuard. You may order an Uninterupted Power Supply to be installed with GateGuard.

You agree that GateGuard may install WiFi routers, repeaters, and has the right to install any equipment necessary to provide such connectivity, and necessary wiring, throughout your building to provide connectivity to remote panels (such as for Rent Regulated tenants who demand an in-apartment door monitor (not included in price)). You agree that GateGuard may bring internet to the building and sell or resell connectivity to the tenants from this network. You agree not to restrict or limit in any way GateGuard's ability to connect internet to the building. GateGuard may bring internet to the building via: Fiber Optic line, DSL, Cable, Cellular, Satellite, or any other method and install any devices, equipment, wiring, cameras, or other such technology as required to

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provide connectivity, monitoring, and security for GateGuard equipment as GateGuard sees fit.

In the event any device we give or sell you exceeds 200MB of data transferred over a SIM card installed you will be billed at a rate of \$15 per GB (gigabyte), rounded up to the nearest half gigabyte (500 MB), regardless of if this is caused by you, a tenant, a stranger, us, a contractor, or anyone.

GateGuard may give or sell bandwidth and/or other usage of connectivity devices we install or have installed or our affiliates install as we choose and we are not required to share in any revenues, fees, or other profits or gains, from the above.

You agree that GateGuard may drill, cut, screw, cement, anchor, bolt, glue, fasten, place, stick and otherwise modify and/or attach to your building in any way it sees fit to install its system and services and connectivity devices. You assume any and all liability for this.

You agree to never interfere, move, adjust, touch, paint, modify, block, occlude, cover, or otherwise change or impact or harm our connectivity equipment and antennae. You agree not to place any antenna(e) or connectivity devices on your roof or building exterior without our written permission. You agree we may plug into and use the nearest electric source at your building at your expense for any devices or connectivity devices or antennae. You agree we may transfer the rights of any devices we place for connectivity to anyone at our sole discretion.

You agree we may access your properties 24/7/365.5 (always, at any time), and that you will provide access on request within 30 minutes at any time. You agree we may install, break, drill, replace, and/or modify locks which provide access to any area of your property where we have placed or wish to place equipment or items of any kind. You agree to provide GateGuard access to any room, section, floor, hallway, elevator, shaft, or area of your building at any time we demand, and within 90 minutes notice. You agree that any time over 90 minutes will be billed to you at our hourly rates.

In the event of a loss of 4G or cellular service availability for any reason you agree to provide WiFi connectivity at your cost. If you do not provide it, GG may enter the building and provide it, at the Standard Labor Rates at the time of services.

5.D. PropertyPanel.xyz Requirement

You agree that GateGuard will run on the PropertyPanel.xyz (by PropertyPanel, Inc., a DELAWARE corporation) platform and an account at PropertyPanel.xyz may be required to use the service at the time PropertyPanel.xyz goes live. You understand that the monthly subscription fees for PropertyPanel.xyz are not included in any payments for GateGuard.xyz. You understand that failure to maintain a PropertyPanel.xyz login may prohibit you from accessing and using GateGuard's dashboard as it runs on PropertyPanel.xyz.

5.E. Panel & Equipment Ownership

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You agree that you are purchasing only a license to use a GateGuard panel and equipment and that should you stop paying for monitoring services, GateGuard has the right to remove any and all GateGuard equipment and/or shut of any and all GateGuard services and other services provided by GateGuard.

GateGuard reserves the right to terminate service and remove equipment at its own discretion, for any reason. This is primarily disclaimed for the potential case where the rate of abuse or failure, such as due to vandalism by tenants or unreliable power or internet sources, makes supporting that installation too costly, burdensome, or unreliable to GateGuard to provide excellent service.

5.F. Insurance & Repair

In the event someone or something damages a GateGuard Panel so that is inoperable GateGuard will replace the panel, with a deductible. GateGuard will do this up to 2 times, after which the deductible raises to twice its cost (if the deductible is \$699 it goes to \$1299). Should the panel fail on its own, due to an internal fault, GateGuard will replace it within the first year at no cost, and for \$699 after 2 years and and onward.

GateGuard will make every effort to replace panels within 1 business day, but cannot guarantee replacement time due to the many variables involved withy why a replacement may be needed, location, and installation requirements.

In the event someone damages a LookLock, we will replace it for \$199 plus shipping. Installation and labor are not included in any LookLock purchase.

Labor is never insured or warranteed in any way.

5.G. Installation only included in price in NYC

As of now, GateGuard installation is only available from us in New York City. We may make an effort to locate licensed, experienced installers in other cities for you, and help them in understanding the installation process but we cannot guarantee this or their work. Should you need installation in other cities, please ask and let us know how we can be helpful.

5.H. Software Changes

You understand we may change, update, modify, reduce, increase, or otherwise alter the software on the Panels and Site and Apps and Services and any software. This includes but is not limited to: remove or add services, change the interface, add or remove buttons and options, change the method of access, change the methods of storage, encryption, and usage.

5.I. Hardware Changes

You understand we may change, update, modify, reduce, increase, or otherwise alter the hardware. You agree that renderings of the hardware on the website may be differ slightly or drastically what is installed. You agree that we may, at any time, replace hardware installed, or add any hardware we wish, such as but not including: replacing panels, cameras, wiring, components, power sources, internet connectivity hardware, antennas, kiosks, screens, lighting, etc. You agree that GateGuard may do so at any

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time and does not require prior permission to enter a property and replace, add, remove, or alter hardware and/or software.

5.H. Insurance

You agree to carry insurance against cyber attacks ("cyber insurance"), property damage, and other damage to the devices. You agree that should anyone damage a GateGuard panel or other equipment, GateGuard may place a claim with your insurance company to recoup the costs incurred in replacing and/or repairing any devices or equipment, including but not limited to hardware costs and hourly staff costs at our Hourly Installation Rate.

5.J. Shipment & Installation

You agree that this service is in development and while every effort will be made to ship near 90 days of your order, delays from our suppliers and developers may occur, as well as delays in scheduling installation and in internet access and power being brought to the door. We cannot and do not guarantee any shipping date. Orders could be delayed up to 200 days from the estimated delivery date due to supply chain issues, customs issues, insurance, code issues, legal issues, etc. You agree and represent you will not suffer any loss or damage because of this, and will not seek any damages.

In the event you elect for us or a third party working for us to install any services: We will not patch any hole caused by removal of existing intercom; We will remove existing intercom panel and discard it. We will not replace or return the intercom for any reason. You accept at the moment of agreeing to these terms that your existing intercom is valueless and you suffer no loss from its removal. We do not wire tablets or panels into apartment units. We will not enter apartment units unless otherwise agreed to in writing by you, the tenant, and us. We do not integrate or connect in any way to existing intercom parts.

Rent Stabilized tenants may be required by law (such as NYC's DHCR) to be given a tablet or mobile device to use as their buzzer to avoid a Reduction in Services. You may purchase our TAB 700 in sets of 10, or use any Android 6.0+ or iOS 10+ device. Wall mounting and installing are not included or guaranteed. You agree that finding a tablet for tenants to use is your responsibility and we are not required to provide or have available any TAB 700 or any other tablets

5.K. Security Deposit(s)

We will take security deposits for devices which are given free. This is to protect us against folks who fail to pay service fees, and folks who fail to install the devices. Security Deposits for GateGuard.xyz devices given for free at \$849. The security deposit will be returned in 10 years if full payment of fees has been made.

Any payment later than 30 days, or any failure to pay any bill for more than 30 days forfeits the security deposit.

The following will forfeit the security deposit: Breaking or replacing the device (even with insurance, as we give it at a loss); Failing to make a monthly payment for more than 30 days; Engaging in any litigation; Posting negative reviews; Removing or disabling or interfering with the devices or service at any time; Breaching the contract in any way; Harassing or cursing at staff or contractors; Personally moving or opening a device without permission; Creating, investing in, supporting, or helping in any way a competitive or similar product or service; Vandalizing the product or services or any of our property; Causing us to incur costs greater than the security deposit;

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5.L 10 Year Contract on Service; 15 years on Connectivity Devices
You agree this is a ten year (10 year) contract, meaning you agree to keep our devices installed and services operating for 10 years, and that monthly fees are due for all 12 months of all 10 years.

Penalty for vandalizing or damaging devices or services intentionally: Breaching this contract by vandalizing any device or intentionally causing any device or antennae to not operate costs \$50,000, or the highest yearly revenue of any year for that device (or devices) per year, if this is greater, for the remaining time, plus legal fees.

Because we may place an antennae used by other services, antennae and any connectivity devices, must stay in place for 15 years from the date of installation, even in the event of service cancellation, building sales, renovation, and even demolition. In the event the building is sold it can only be sold on condition this entire contract remain fully binding on the purchaser.

6. Privacy Policy

We respect your privacy and are committed to protect the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you connect to, access or use the Site.Our policy and practices and the type of information collected are described in our Privacy Policy available at http://GateGuard.xyz which is incorporated herein by reference. You agree that GateGuard may use personal information that you provide or make available to GateGuard in accordance with the Privacy Policy. If you intend to connect to, access or use the Site you must first read and agree to the Privacy Policy.

The Site may allow you to upload or otherwise make available to GateGuard your own information, including materials such as text, images, photos or videos. Please be sure that while sharing information you respect the intellectual property and privacy rights of third parties who have any rights with respect to information you make available to GateGuard. GateGuard will not bear any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with any such receipt of such information or materials.

To the extent that you share with us any information pertaining to third parties, whether general information or personnel information: (i) you hereby represent that you have received from the applicable data subjects any required consent under any applicable privacy laws, for use of such information for the purpose for which you share such information with us, in accordance with the Privacy Policy, as may be amended from time to time; and (ii)you grant GateGuard a perpetual, non-exclusive, royalty-free, and worldwide license to use, publicly display, communicate, distribute, host, publish, reproduce, make modifications or derivatives work of and store, any such information, as may be required in connection with the operation of the Site or provision of Services by GateGuard.

6.B. Monitored Information.

You acknowledge that GateGuard collects and monitors, automatically and/or manually people, property, and objects entering and approaching your property. You

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agree that all data collected by GateGuard and its devices and services becomes property of GateGuard.

7. Confidential Information.

You shall not disclose to third parties nor use for any purpose other than for the proper use of the Site any Confidential Information received from GateGuard in whatever form under these Terms or in connection with the Services without the prior written permission of GateGuard. "Confidential Information" shall mean all data and information, not made available to the general public, oral or written, that relates to GateGuard, the Site and/or the Services, including without limitation these Terms and any agreement between you and GateGuard or the identity of individuals involved in the making, ownership, investment in, or operation of GateGuard. You shall limit access to Confidential Information to those of your personnel for whom such access is reasonably necessary for the proper use of the Services under these Terms. Such personnel shall be bound by written confidentiality obligations not less restrictive than those provided for herein. You shall be responsible for any breach of these Terms by any of your personnel.

You shall protect the Confidential Information with the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized disclosure or use of Confidential Information, as you exercise in protecting your own proprietary information. The aforementioned limitations shall not apply to Confidential Information which you can demonstrate: (i) was in your possession prior to disclosure hereunder provided that, immediately upon disclosure, you have brought this fact to the attention of GateGuard; or (ii) was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or (iii) was disclosed by a third party without breach of any obligation of confidentiality; or (iv) is disclosed pursuant to administrative or judicial action, provided that you shall use your best efforts to maintain the confidentiality of the Confidential Information. If only a portion of the Confidential Information falls under any of the above alternatives, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of these Terms.

8. Intellectual Property Rights

The Site, the Services the Content, and any other proprietary assets of GateGuard and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials and trade secrets, whether or not registered or capable of being registered (collectively, "Intellectual Property"), are owned by and/or licensed to GateGuard and are protected by applicable copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by GateGuard and its licensors. The Terms do not convey to you an interest in or to GateGuard Intellectual Property but only a limited, revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of GateGuard's Intellectual Property under any law. No licenses is granted to you by implication or otherwise under any Intellectual Property rights owned or controlled by GateGuard or its licensors, except for the licenses and rights expressly granted under these Terms. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site and/or Content, except as expressly permitted in these Terms.

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To the extent you provide any feedback, comments or suggestions to GateGuard ("Feedback"), GateGuard shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any GateGuard current or future products, technologies or services and use same for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential. Furthermore, you warrant that your Feedback is not subject to any license terms that would purport to require GateGuard to comply with any additional obligations with respect to any GateGuard current or future products, technologies or services that incorporate any Feedback.

9. Trademarks and Trade names

GateGuard's marks and logos and all other proprietary identifiers used by GateGuard in connection with the Site ("GateGuard Trademarks") are all trademarks and/or trade names of GateGuard, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Site belong to their respective owners ("Third Party Marks"). No right, license, or interest to GateGuard Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto and therefore you will avoid using any of those marks, except as permitted herein.

You hereby agree that we may use your logos, brands, name, and intellectual property in any way we wish, including for marketing, investigation, promotional, and any other purpose.

10. Changes to the Site

GateGuard reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently this Site (or any part thereof, including but not limited to the Services or Content) without notice, at any time. In addition, you hereby acknowledge that the Content provided via this Site may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that GateGuard shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this Site or the Content included therein.

11. Links to Third Party Sites

The Site may contain links to third-party websites or resources or embed third-party services. Those linked sites and services are provided solely as a convenience to you. These linked sites and services are not under the control of GateGuard and it is not responsible for the availability of such external sites or services, and does not endorse and is not responsible or liable for any content including but not limited to content advertising, products or other information on or available from such linked sites and services or any link contained in linked sites or service. You acknowledge and agree that GateGuard is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by GateGuard of such websites or resources or the content, products, or services available from such websites or resources.

You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products or services on or available from such websites or resources. Most of such linked sites and services provide legal

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documents, including terms of use and privacy policy, governing the use thereof. It is always advisable and we encourage you to read such documents carefully before using those sites and services, inter alia, in order to know what kind of information about you is being collecting.

12, Disclaimer of Warranties

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE SITE, CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, GateGuard, INCLUDING ITS VENDORS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS ("GateGuard REPRESENTATIVES") EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF GateGuard. THE SITE'S AVAILABILITY AND FUNCTIONALITY DEPENDS VARIOUS FACTORS, SUCH AS ON COMMUNICATION NETWORKS, HARDWARE, SOFTWARE AND GateGuard's SERVICE PROVIDERS AND CONTRACTORS. WE DO NOT WARRANT OR GUARANTEE (I) THAT THE SITE OR IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS, (II) THAT WE WILL CORRECT ANY ERRORS OR DEFECTS IN THE SITE, (III) AND/OR MAKE ANY REPRESENTATION REGARDING THE USE, INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SITE AND/OR CONTENT AVAILABLE THEREON OR THROUGH THE SITE (INCLUDING THAT THE RESULTS OF USING THE SITE WILL MEET YOUR REQUIREMENTS). GateGuard MAKES NO WARRANTY THAT THE SITE OR CONTENT, INCLUDING, BUT NOT LIMITED TO, REPORTS, ALERTS OR DATA WILL YOUR REQUIREMENTS OR BE AVAILABLE UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. GateGuard MAKES NO WARRANTY REGARDING THE QUALITY OF ANY INFORMATION OR OR ACCURACY, TIMELINESS, CONTENT THE TRUTHFULNESS. COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT OBTAINED THROUGH THE SITE OR IN CONNECTION WITH THE SERVICES.

WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY FOR ANY ITEM OR SERVICE PROVIDED BY ANY PERSON OR ENTITY OTHER THAN GateGuard. WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

YOU AGREE THAT USE OF THE SITE, THE SERVICES AND/OR THE CONTENT IS ENTIRELY AT YOUR OWN RISK, YOU FURTHER AGREE THAT GateGuard AND THE GateGuard REPRESENTATIVES ARE NOT RESPONSIBLE FOR ANY DAMAGE CAUSED BY YOUR OR ANYONE'S USE OF THE GateGuard SERVICES, SITE, INFORMATION, ALERTS, OR REPORTS. INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

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13. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND CONTENT REMAINS WITH YOU. NEITHER GateGuard NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, OR SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GateGuard HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL GateGuard'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE EXCEED THE AMOUNTS YOU HAVE PAID IN THE ONE (1) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. YOU AGREE, REGARDLESS OF PAYMENTS, OUR MAXIMUM LIABILITY IS \$10,000 OR YOUR LATEST MONTHLY FEE, WHICHEVER IS LOWER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GateGuard AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

14. Indemnification

You agree to release, defend, indemnify, and hold GateGuard and its affiliates, including all GateGuard Representatives, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site or Content; (b) your violation of any provision of these Terms, (c) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party with respect to your use of the Site, or (d) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Service or the Site or the Content.

You agree GateGuard is not responsible for breaches, real or digital, that result in damage to your property or business. Always have redundant systems, insurance, and emergency plans.

You understand that GateGuard may use contractors and third-parties to provide services and that you hold these third parties, their affiliates and subsidiaries and contractors and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site or Content; (b) your violation of any provision of these Terms, (c) your violation of any third party rights, including without

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limitation any intellectual property rights or privacy right of such third party with respect to your use of the Site, or (d) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site or the Content.

You understand and accept that Friend or Fraud (Friend or Fraud INC in the USA, and Friend or Fraud LTD in Israel) is a provider of technical knowledge and expertise and is not responsible in any way for the Services, Site, or Content of GateGuard. You agree to hold Friend or Fraud, its affiliates and subsidiaries and contractors and its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site or Content; (b) your violation of any provision of these Terms, (c) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party with respect to your use of the Site, or (d) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site or the Content.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval. It is hereby clarified that the defense and indemnification obligations set forth herein will survive these Terms.

15. Amendments to the Terms

GateGuard may, at its sole discretion, at any time and without prior notice, change the Terms from time to time, including any other policies incorporated thereto, and including any pricing and fees, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect after such notice was provided on our Site or sent via e-mail, whichever is the earlier. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Site on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice. By continuing to access or use the Site after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site.

16. Termination of the Services' operation

At any time, GateGuard may discontinue your use of the Service in its sole discretion with or without any reason or prior notice, in addition to any other remedies that may be available to GateGuard under any applicable law. Additionally, GateGuard may at any time, at its sole discretion, cease the operation of the Site or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that GateGuard does not assume any responsibility with respect to, or in connection with the termination of the Site's operation and loss of any data. The provisions of these Terms that, by their nature and content, must survive the

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termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the forgoing, the Intellectual Property Rights, Disclaimers of Warranties, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.

17. Minors

To use the Site you must be over the age of eighteen (18). We reserve the right to request proof of age at any stage so that we can verify that minors under the age of eighteen (18) are not using the Site. In the event that it comes to our knowledge that a person under the age of eighteen (18) is using the Site, we will prohibit and block such User from accessing the Site and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy) with regard to such User.

18. Governing Law; Jurisdiction; Dispute Resolution

Certain additional legal terms, related to interpretation of these Terms, their governing law and other terms and restrictions related to the resolution of any dispute, claim or controversy between you and GateGuard, shall be as stipulated at: http://GateGuard.xyz/legal/dispute.php from time to time (the "Dispute Resolution Terms"). By accepting these Terms or otherwise entering, connecting to, accessing or using the Site, you acknowledge that you have read and understood the Dispute Resolution Terms, which are incorporated herein by reference, and you agree to be bound by and to comply with such Dispute Resolution Terms, and any provision thereof.

19. General

Entire Agreement - These Terms constitute the entire and exclusive understanding and agreement between GateGuard and you regarding the Site, Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between GateGuard and you regarding the Site, and/or Content.

Assignment - You may not assign or transfer these Terms, by operation of law or otherwise, without GateGuard's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. GateGuard may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices - Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by GateGuard (i) via email (in each case to the address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted and for notices made by posting to the Site the date of receipt will be deemed the date on which such notice is posted.

Interpretation - Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

No Waiver; Cumulative Remedies; Severability - The failure of GateGuard to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of GateGuard. Except as expressly set forth in these Terms, the exercise by either party of

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any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Third Party Beneficiaries - These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties. Notwithstanding the foregoing, the parties agree that the third party payment service providers and payment card networks are third party beneficiaries of these Terms for purposes of enforcing provisions related to payments, but that their consent or agreement is not necessary for any changes or modifications to these Terms.

20. Exclusivity

You agree and accept that you will not put any lock or acted controlled controlled remotely, or any lock or access device opened by code or touch or biometrics or pattern, or any keyless access control device or system on any property where you have ordered GateGuard or LookLock.xyz. You will remove and/or give us permission to remove any such systems already in place or placed during the life of this contract.

You agree to place into all leases & sub-lease documents and "house rules", and enforce, a complete ban on Amazon Key, Latch, Jet.com access control products, Amazon access control products, Google Access control products, Target Access control products, UPS access control products, FedEx access control products, DHL access control products, and other similar services and devices from any other provider or service. This is because of a loss of safety and security when third party services can open doors (We can't always monitor what other services do).

You agree that tenants and staff and you may not give Visitor Codes to courier or task services services. Couriers & Task Services may only get Visitor Codes or other long-standing or ongoing access from us. Couriers & Task Services include, but are not limited to: UPS, USPS, FEDEX, AMAZON, RDS, DHL, LAZERSHIP, UBER (UBER RUSH, UBER EATS), LYFT, GETT, JUMO, HOMER, HANDY, HOME DEPOT, IKEA, LOWES, TASKRABBIT, TARGET, KMART, Seamless, Grubhub, Foodler, Eat24, Yelp, CLEANLY, FLYCLEANERS, DOLAUNDRYFORME, MYCLEAN, and any similar services.

You agree tenants, occupants, and shareholders may only purchase access control products for your properties from us on our website.

GateGuard will be the exclusive provider of Package Management Services to you and your PROPERTIES(S) for ten (10) years.

21. Equipment and Tenant Information Services

GateGuard may place a kiosk, or kiosks, on walls, floor stands, doorman areas, concierge areas, elevators, elevator banks, and/or the storage areas (lockers, doors, or other surface) where tenants can see updates on packages and other services. These kiosks may also display information such as weather, promotions, discounts, events, partner notices, building information, and other items at GateGuard's discretion. The kiosks may or may not be interactive. They may or may not include printers, shipping supplies, and other items for use, or sale. They may have sensors and cameras to prevent vandalism and gather usage information.

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For unattended buildings, and for attended buildings where the door-person may step away or not be there 24/7/365, or for attended buildings, Teman may place a GateGuard Panel that enables couriers to enter the building.

22. Safety & Efficiency:

OVERVIEW:

The goal of this system is to remove the burden and liability of package management from the management company, building officers, and staff, and to remove risks associated with package management. As such, GateGuard will have control over all aspects package delivery, from who can deliver into the system, to when, and what. For example, GateGuard may require certain packages to be brought to a holding facility to be delivered overnight (12am to 6am) instead of during peak traffic where they pose a nuisance and/or risk to tenants. The preceding is only intended as one example.

GateGuard may allow or disallow any delivery service, courier, or other organization or individual from accessing the service, or placing items into any package area. GateGuard may disallow any product or item into package area, such as but not limited to hazardous, oversized, or overweight items that may pose a risk to equipment and humans.

GateGuard may require any or all Services to deliver to Holding Locations. This is for logistical reasons, such as to avoid overload, or traffic, or annoying residents at peak times, or excessive burden on the system or financials of the system. GateGuard may charge services a fee for usage of holding services. (Services will be able to deny this charge if they choose to hold the package themselves and re-deliver it at an approved time or return the package to its source).

GateGuard may deliver to the building between the hours of 12am and 6am. To maintain order, GateGuard has exclusive rights to serve as courier during these hours. GateGuard may charge services a fee for deliveries during this time. (Services will be able to deny this charge if they choose to hold the package themselves and re-deliver it at an approved time).

Packages left in lockers for a long period of time, which shall be at GateGuard's discretion, may be moved to a holding facility and/or charged fees for longer storage, retrieval, or re-delivery. The fees will be disclosed at the location and the tenant notified of the impending fees should they fail to retrieve their package.

Management will give GateGuard a list of tenants and others allowed to access the system. GateGuard may also give access to the system at its discretion. GateGuard may integrate with management's computer systems so as to sync tenant information.

GateGuard may remove and/or replace and/or modify any other package receptacles and storage systems and package management systems in-place.

Liability for packages remains with the courier unless the package is in the GateGuard locker and it is stolen or damaged through technical fault of GateGuard.

GateGuard may access these devices and the floors they are in at any time. GateGuard may access the stairs, elevators, lobbies, loading areas, trash areas, laundry areas, storage areas, hallways, roofs, and other areas at any time.

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Where a building is physically or legally impossible to install into, for GateGuard, or where GateGuard decides they cannot install into, it shall not nullify the rest of the agreement.

To prevent the "smuggling" of illegal objects, from packages to suitcases, GateGuard shall be the exclusive provider of guest management and tracking, access management, and surveillance services. Management company staff must ask guests to check-in with the GateGuard system. Management company must require the use of GateGuard systems for access control and surveillance and replace existing systems with GateGuard-enabled systems when required by GateGuard.

23. Redundant Connectivity Among GateGuard and other Devices & Additional Connectivity Terms

As these devices are internet-enabled and serves may be internet-dependent: GateGuard may place antennae and related equipment on the roofs and sides of buildings to provide connectivity for GateGuard and other services, and plug into and use the building's power. GateGuard may enable third parties at its sole discretion to connect and/or otherwise use or interact with these antennas for any purpose. "Antenna" shall include equipment needed to support the functionality of the antennae such as battery backup, power, cooling, poles, etc. GateGuard may connect to the building's existing internet used for any surveillance or data services or connect an internet source.

GateGuard, its partners or affiliates shall have the right to install ancillary equipment and antennas on the rooftop and/or sides or other surfaces interior or exterior of the facility for the transmission and reception of communications signals, in support of GateGuard's services and general security at or around the Building, and the installation, construction, maintenance, operation, repair, replacement of its communications fixtures and related equipment, cables, accessories and improvements, as well as the right to test, survey and review title on the Property. Recipients hereby grants to any utility company providing utility services to GateGuard, its partners or affiliates, a non-exclusive easement over the Property, from an open and improved public road to the Premises, and upon the Premises and upon GateGuard's or a utility company's request, Recipients will execute a separate recordable easement evidencing this grant, at no cost to Gateguard, its agents or the public utility.

In the event an existing building agreement prevents the placement of antennae on the roof and/or sides of the building, the Recipient agrees to condo-out a 80"x80" rooftop section to be made a separate entity not subject to the exclusivity agreement in any fashion specified by GateGuard. GateGuard may place internet connectivity equipment & wiring in the basement, utility room(s), network equipment rooms, reception desk, inside walls, floors, ceilings, at its discretion.

24. Exclusivity 2:

Recipients may not sign an exclusive or discount courier agreement with anyone else. Recipients may not place another package management system in their building or operations. GateGuard may remove any package system. GateGuard may remove shelving and other package storing apparatus to make room for GateGuard systems or any other reason.

25. Transferability

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GateGuard may sell or transfer all or part of this contract.

In the event the building changes management, ownership, or other forms of control this agreement remains in effect.

In the event any part of this contract is void for any reason the rest of the contract remains.

In the event Management Company takes-on a new building as a client, these terms will apply to the new building(s).

26. Extended Timing

GateGuard has 465 business days to deliver and systems to each building. This shall start from the date of signing of this agreement. If the building, its staff, lobby, tenants, or outside factors such as street or building construction, or supplier delays, delay the delivery, the clock on these 465 days shall restart at the end of that delay. GateGuard may cancel, reject, deny or otherwise remove service to one or all buildings at any time.

27. Confidentiality

The terms of this agreement are confidential. You will not publish, share, or post these terms.

GateGuard may use the Recipients names and logos for branding the devices, marketing, and other purposes.

28. Name & Assignment:

GateGuard may refer to this program under another brand name or licensee name. GateGuard may license all or parts of the contract to another party or parties.

GateGuard may assign all or parts of the contract to another party or parties.

30. Not a Security System or Security Guard Replacement

This is not a security device and will not keep bad actors out of your property. This is not a replacement for a security system, or security guard service.

31. No Representation as to Laws. We do not recommend anything.

Regardless of what may be stated by us here or anywhere, you agree and accept it is entirely your responsibility to check and comply with the applicable laws, and we cannot and do not give legal advice, legal recommendations, recommendations of attorneys, or recommendations of any action of any kind..

32. INDEMNIFICATION AGAINST HACKING AND MALICIOUS ACTS BY INDIVIDUALS, ORGANIZATIONS, GOVERNMENTS, ETC

You acknowledge and agree that while we may make an intense effort to protect our devices, networks, connections, and data, you accept there is no possible way to ensure the security, trustworthiness, and reliability of any device, service provider, connection, ISP, chip maker, chip, code, component, or any item, individual, organization, country, or entity involved in any way or used in any way in the creation of any technology product. Therefore, you agree we are in no way responsible if any malicious or unintentional act or omission of any third party causes any damage to the device, your property, you, anyone at or near your property, your business, or in any

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other way that you may feel harms you. You accept that despite any and all efforts made, this technology is in constant "beta" state and subject to error, updates, hacking, and other failures, partial or complete. You acknowledge and agree that any information you send or receive during your use of the device may not be secure and may be intercepted or later acquired by unauthorized third parties.

33. NO COPYING. NON COMPETE

You agree not to enter into, partner with, invest in, purchase, fund, or otherwise engage in any access control business (smart locks, intercoms, door locks). You agree that if you do, personally, by any entity in which you hold shares or any control, by any entity which you advise or otherwise engage with, the full capital (all shares) of that entity and the intellectual property related to any access control systems or products becomes ours immediately.

You agree not to open, modify, photograph, publish, post, and/or share in any way the designs and/or details of any of our products.

You agree that any and all designs, technology, systems, methods, algorithms, brands, logos, molds, code that we represent as ours is in-fact ours and that you do not and will not make any intellectual property claims against us. You agree that you give us full and completely unlimited license to use, transfer, and gift your intellectual property to anyone.

34. NO STEVIE NICKS

You agree to never play any Stevie Nicks song in, near, for, or around any member of our team, or on any of our devices or networks. She really ruined that band.

32. ADDITIONAL DEFINITIONS

courier: Any delivery service or individual. Examples, but not limited to: UPS, FedEx, DHL, RDS, Lasership, Amazon (all), Walmart, Jet, Uber, takeout food delivery persons (independent contractors, restaurants, Seamless, UberEats, etc.), process servers, TaskRabbit, Homer, and anyone paid or compensated by salary, pertask fee, per-package, tip, gratuity, and/or combination of these.

Package Management: Any action, service, device, process, team, method required to manage the delivery, pickup, inventorying, tracking, and handling of packages.

Tenant: Includes, but is not limited to: Resident, Shareholder, Subtenant, Roommate, Guest, Visitor, Office Worker, Lease Holder, Staff.

Building: Includes but is not limited any structure on the Property, or the property

Locker: A locker, cabinet, shelving system, closet, cage, box, monitored area (by placement of cameras), or any system deemed fit to store packages by GateGuard.

GateGuard Panel: A panel by GateGuard which can control building locks, which may (or may not) also include some or all of: face recognition, a screen, internet connectivity, a menu of tenants and ability to buzz them.

33. For information, questions or notification of errors, please contact:

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If you have any questions (or comments) concerning the Terms, you are most welcome to send us an e-mail and we will make an effort to reply within a reasonable timeframe: support.team@GateGuard.xyz or http://GateGuard.xyz

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------Forwarded message -------From: **Ari Teman** < <u>ari@teman.com</u>>

Date: Mon, Apr 2, 2018 at 1:40 PM Subject: Re: Terms and Condition

To: bonnie soonosberger < bsoonosberger@gmail.com >

Hi Bonnie,

BTW, Michelle is an L&T law partner who represents a bunch of our clients. As a practice we do not give out the names of clients. A lot of owners want to keep their confidentiality and are busy. Michelle also recommends our tech in her writing (itkowitz.com).

Ari

Ari Teman | Founder | teman™

We make Real Estate proactive with Artificial Intelligence

212-203-3714

106 W 32nd Street, NYC

https://teman.com | ari@teman.com

Services:

GateGuard.xyz | Face-recognition entry panel, intercom, Al virtual doorman + camera system

LookLock.xyz | Smart Lock w/Video Doorbell + Security Camera + Concierce (Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key)
PropertyPanel.xyz | NYC's #1 property platform: Find, Analyze, Comply, News, more.

SubletSpy.com | Catch & Evict Illegal Airbnb-type sublets

Featured in:

×

The Real Deal, Cooperator, BISNOW, ABC, NBC, PIX, FOX, Pando, Curbed, Observer

Visit us for a demo:

We're closest to: 1-2-3 / B-D-F-M / N-Q-R-W / PATH / A-B-C-E / $6\,$

10 SECOND VIDEO:

GateGuard.xyz Face Recognition in Action https://www.youtube.com/watch?v=1kxz8kbTB5o

All conversations are off-the-record. Social Media, too.
Terms apply to each service. Each service is a different entity
Terms cannot be changed via email or oral agreement.

On Mon, Apr 2, 2018 at 2:27 PM, <<u>bsoonosberger@gmail.com</u>> wrote: Ari,



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Thank you! Regards, **Bonnie** Sent from my iPhone On Apr 2, 2018, at 9:33 AM, Ari Teman <ari@teman.com > wrote: Michelle Maratto Itkowitz < mmaratto@itkowitz.com > Ari Teman | Founder | teman™ We make Real Estate proactive with Artificial Intelligence 212-203-3714 106 W 32nd Street, NYC https://teman.com | ari@teman.com Services: Face-recognition entry panel, intercom, Al virtual doorman + camera GateGuard.xyz $|\mathsf{x}|$ Smart Lock w/Video Doorbell + Security Camera + Concierce LookLock.xyz (Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key) PropertyPanel.xyz NYC's #1 property platform: Find, Analyze, Comply, News, more. Catch & Evict Illegal Airbnb-type sublets SubletSpy.com Featured in: The Real Deal, Cooperator, BISNOW, ABC, NBC, PIX, FOX, Pando, Curbed, Observer Visit us for a demo: We're closest to: 1-2-3 / B-D-F-M / N-Q-R-W / PATH / A-B-C-E / 6 10 SECOND VIDEO: GateGuard.xyz Face Recognition in Action https://www.youtube.com/watch?v=1kxz8kbTB5o All conversations are off-the-record. Social Media, too. Terms apply to each service. Each service is a different entity Terms cannot be changed via email or oral agreement. On Mon, Apr 2, 2018 at 11:41 AM, bonnie soonosberger < bsoonosberger@gmail.com> wrote: Ari, Can you please send me one more reference contact? many thanks, Bonnie On Thu, Mar 29, 2018 at 2:58 PM, Ari Teman < ari@teman.com > wrote:

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Hi Bonnie,

Ask Joe at ABJ, but maybe wait until after Passover. They have our stuff in a few buildings: joe@abjny.com

Ari

Ari Teman | Founder | teman™

We make Real Estate proactive with Artificial Intelligence

212-203-3714

106 W 32nd Street, NYC

https://teman.com | ari@teman.com

Services:

Face-recognition entry panel, intercom, Al virtual doorman + camera GateGuard.xyz

system

Smart Lock w/Video Doorbell + Security Camera + Concierce LookLock.xyz (Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key)

PropertyPanel.xyz | NYC's #1 property platform: Find, Analyze, Comply, News, more.

SubletSpy.com Catch & Evict Illegal Airbnb-type sublets

Featured in:

×

The Real Deal, Cooperator, BISNOW, ABC, NBC, PIX, FOX, Pando, Curbed, Observer

Visit us for a demo:

We're closest to: 1-2-3 / B-D-F-M / N-Q-R-W / PATH / A-B-C-E / 6

10 SECOND VIDEO:

GateGuard.xyz Face Recognition in Action https://www.youtube.com/watch?v=1kxz8kbTB5o

All conversations are off-the-record. Social Media, too Terms apply to each service Each service is a different entity Terms cannot be changed via email or oral agreement.

On Thu, Mar 29, 2018 at 2:39 PM, bonnie soonosberger <

bsoonosberger@gmail.com> wrote:

Ari,

Thank you so much for your replies and you have addressed our concerns related to the terms and condition.

Can you please provide couple contact names and phone numbers of buildings who have the Teman system. Our board members requested for couple reference.

This should be our last request

Regards,

Bonnie

On Thu, Mar 29, 2018 at 2:12 PM, Ari Teman < ari@teman.com > wrote: Hi Bonnie,

Page 4 of 6

Case 1:19-cr-00696-PAE Document 128-56 Filed 05/01/20 Page 4 of 6

- 1. We will not raise your prices more than 10% every 2 years. It is unlikely we'll raise them at all, but we need to protect against increased data fees for the cell data, etc. (Those percentages are in there for guys paying bulk pricing for 20+ buildings, not for you.)
- 2. We need to put 4 screws into the wall or otherwise mount the intercom if you have us do the install. We will of course check with your on-site person first before drilling.
- 3. You get a free PropertyPanel.xyz account (and your management company will likely have an account anyway). PropertyPanel.xyz is the online dashboard for our services and enables you to view the logs and add/edit tenants from a browser.
- 4. This is a tax loophole. There are different taxes for saying the equipment is leased versus purchased, but we can waive this if it's an issue for your board. We have never removed a device, but we have this clause in for buildings in bad areas where if we have to come up every day for weeks to repair vandalism we'd be allowed to terminate the agreement (otherwise we'd go broke!).

Does that help?

Ari

Ari Teman | Founder | teman™

We make Real Estate proactive with Artificial Intelligence

212-203-3714

106 W 32nd Street, NYC

https://teman.com | ari@teman.com

Services:

Face-recognition entry panel, intercom, Al virtual doorman + GateGuard.xyz camera system

Smart Lock w/Video Doorbell + Security Camera + Concierce

LookLock.xyz (Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key) NYC's #1 property platform: Find, Analyze, Comply, News, more. PropertyPanel.xyz

SubletSpy.com | Catch & Evict Illegal Airbnb-type sublets

Featured in:

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On Thu, Mar 29, 2018 at 11:26 AM, bonnie soonosberger < bsoonosberger@qmail.com> wrote:

We were reviewing your Terms & Condition and have inquiries regarding the followings:

"We may raise pricing on monthly fees at a rate of up to 100% per year, but no more than a 350% increase over 3 years "

"You agree that GateGuard may drill, cut, screw, cement, anchor, bolt, glue, fasten, place, stick and otherwise modify and/or attach to your building in any way it sees fit to install its system and services and connectivity devices. You assume any and all liability for this."

"You agree that GateGuard will run on the PropertyPanel, Inc., a DELAWARE corporation) platform and an account at PropertyPanel.xyz may be required to use the service at the time PropertyPanel.xyz goes live. You understand that the monthly subscription fees for PropertyPanel.xyz are not included in any payments for GateGuard.xyz. You understand that failure to maintain a PropertyPanel.xyz login may prohibit you from accessing and using GateGuard's dashboard as it runs on PropertyPanel.xyz"

"You agree that you are purchasing only a license to use a GateGuard panel and equipment and that should you stop paying for monitoring services, GateGuard has the right to remove any and all GateGuard equipment and/or shut of any and all GateGuard services and other services provided by GateGuard. GateGuard reserves the right to terminate service and remove equipment at its own discretion, for any reason. This is primarily disclaimed for the potential case where the rate of abuse or failure, such as due to vandalism by tenants or unreliable power or internet sources, makes supporting that installation too costly, burdensome, or unreliable to GateGuard to provide excellent service."

can we get on a call to discuss?

regards

Bonnie

Bonnie Soon-Osberger, PMP 646-279-3935 bsoonosberger@gmail.com

Bonnie Soon-Osberger, PMP 646-279-3935 bsoonosberger@gmail.com

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A-1861

Bonnie Soon-Osberger, PMP 646-279-3935 bsoonosberger@gmail.com

Bonnie Soon-Osberger, PMP 646-279-3935 bsoonosberger@gmail.com

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A-1862



From: Bonnie Soon-Osberger <bsoon-osberger@metisource.com>

Sent: Monday, January 7, 2019 10:35 AM To: 'Jackie Monzon' <jackie@crystalrmi.com>

Subject: RE: FW: Someone just called saying they don't know how to open our device at 18 Mercer

Jackie,

I am not sure how to do that so let me know what we need to do,

Previously, went the management was sue, the insurance company took care of the case. But since we changed insurance company I really have no idea what they would or would not cover.

Please contact the insurance company

Thanks,

Bonnie

From: Jackie Monzon < jackie@crystalrmi.com> Sent: Monday, January 7, 2019 9:06 AM

To: Bonnie Soon-Osberger <bsoon-osberger@metisource.com>

Subject: FW: FW: Someone just called saying they don't know how to open our device at 18 Mercer

This is Academy stand.

I will need an email from you indemnifying management and Academy.

GOVERNMENT **EXHIBIT** 443 19 Cr. 696 (PAE)

SDNY_003263

Page 2 of 6

Case 1:19-cr-00696-PAE Document 128-57 Filed 05/01/20 Page 2 of 6



Jackie Monzon **President** 1441 Broadway, Suite 5047 New York, NY 10018 646 569-5574



Jackie@crystalrmi.com www.crystalrmi.com

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From: Daniel Arnold darnold@academymailbox.com

Sent: Monday, January 7, 2019 12:03 PM To: Jackie Monzon < jackie@crystalrmi.com>

Subject: Re: FW: Someone just called saying they don't know how to open our device at 18 Mercer

Hi Jackie-

After reading through 1/2 of this, I don't know what to make of it.

To be honest, I want to help you guys here, but I don't want to get sued for removing this guys panel.

If the building is willing to take this risk, thats is fine with me, but please understand that this is too small of a job for me to get involved in a law suite over.

Page 3 of 6

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If you guys want Academy to install the new ButterflyMX system, you will need your super (or someone else not affiliated with Academy) to remove this panel first.

I still have someone available to do this today/this week if you can make this work.

Please let me know-

Thank you-

Dan

Dan Arnold, Vice President Academy Mail Box Co., Inc. Academy Intercom Co., Inc. Academy Engravers LLC 1948 to 2019. Our 71st year of service. p.718/212-539-1000 x126

f. 718-247-6019

DArnold@academymailbox.com www.academymailbox.com

On Mon, Jan 7, 2019 at 11:44 AM Jackie Monzon < jackie@crystalrmi.com > wrote:

Here is the contract.



Jackie Monzon **President** 1441 Broadway, Suite 5047 New York, NY 10018 646 569-5574



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A-1865

<u>Jackie@crystalrmi.com</u> www.crystalrmi.com

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From: Bonnie Soon-Osberger < bsoon-osberger@metisource.com > Sent: Monday, January 7, 2019 11:40 AM To: Jackie Monzon < jackie@crystalrmi.com > Subject: RE: Someone just called saying they don't know how to open our device at 18 M	ercer
Jackie,	
Please proceed with the work.	
Enclosed is the contract.	
Regards,	
Bonnie	
From: Jackie Monzon < <u>jackie@crystalrmi.com</u> > Sent: Monday, January 7, 2019 7:23 AM	
To: Bonnie Soon-Osberger < bsoon-osberger@metisource.com Subject: FW: Someone just called saying they don't know how to open our device at 18 No.	1ercer
I need to see Ari contract can you please send it to me	

SDNY_003266

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A-1866



Jackie Monzon President 1441 Broadway, Suite 5047 New York, NY 10018 646 569-5574



Jackie@crystalrmi.com www.crystalrmi.com

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From: Ari Teman <ari@teman.com> Sent: Monday, January 7, 2019 10:11 AM To: Jackie Monzon < jackie@crystalrmi.com>

Cc: shelly pecot < shelly.pecot@gmail.com; bonnie soonosberger bonnie soonosberger@gmail.com>; Subject: Someone just called saying they don't know how to open our device at 18 Mercer

As a reminder, you are not allowed to touch or move our device and there's an \$18,000 fine for removing it. We will enforce the contract and we will remove anything placed on the building against it and restore service.

Page 6 of 6

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A-1867

If you would like us to move our device to the proper height, we will do that, but you need to confirm we have permission to bill you for all work and materials since you moved it without permission.

Consider any other device you put on that wall thrown in the trash, per our contract.

Ari

A-1868

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

BANK RECORDS STIPULATION

- A· -

ARI TEMAN,

19 Cr. 696 (PAE)

Defendant.

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America, by Geoffrey S. Berman, United States Attorney, Kedar S. Bhatia and Edward Imperatore, Assistant United States Attorneys, of counsel, and Ari Teman, the defendant, by and through his counsel, Justin Gelfand, Esq., and Joseph DiRuzzo, Esq., that:

:

- Government Exhibits 101, 102, 201, 202, 203, 204, 205, and 206 and Defense Exhibits 17, 34, and 52 are true and correct copies of bank records from bank accounts at Bank of America N.A., in the name of GateGuard, Inc., with account number ending in 8085.
- Government Exhibits 103 and 104 are true and correct copies of bank records from a bank account at Bank of America N.A., in the name of Friend or Fraud, Inc., with account number ending in 0351.
- Government Exhibits 105 and 106 are true and correct copies of bank records from a bank account at Bank of America

GOVERNMENT **EXHIBIT** 501 19 Cr. 696 (PAE)

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N.A., in the name of Touchless Labs LLC, with account number ending in 1046.

- Government Exhibits 107 and 108 are true and correct copies of bank records from a bank account at Bank of America N.A., in the name of Ari Teman, with account number ending in 5580.
- 5. Government Exhibit 113 is a true and correct copy of bank records from bank accounts at Bank of America N.A., in the name of GateGuard, Inc., with account number ending in 8085, in the name of Friend or Fraud Inc., with account number ending in 0351, in the name of Touchless Labs LLC, with account number ending in 1046, and in the name of Ari Teman, with account numbers ending in 7673 and 5580.
- Government Exhibits 121, 122, 126, 127, and 130 and Defense Exhibits 50 are true and correct copies of bank records from bank accounts at JPMorgan Chase Bank N.A., in the name of ABJ Lenox LLC, with account number ending in 9100.
- Government Exhibits 123, 124, 128, 129, and 131 and Defense Exhibits 49 and 51 are true and correct copies of bank records from bank accounts at JPMorgan Chase Bank N.A., in the name of ABJ Milano LLC, with account number ending in 1672.
- Government Exhibits 141, 142, and 143 and Defense Exhibit 29 are true and correct copies of bank records from bank accounts at Signature Bank, N.A., in the name of 18 Mercer Equity

Inc., with account number ending in 8293.

- 9. Government Exhibits 144, 145, 146, and 150 and Defense Exhibit 29 are true and correct copies of bank records from bank accounts at Signature Bank, N.A., in the name of 518 West 204 LLC, with account number ending in 6525.
- 10. The records described in paragraphs 1 through 9 above were:
- made at or near the time of the occurrence of the matters set forth in the records, by, or from information transmitted by, a person with knowledge of those matters;
- kept in the course of regularly conducted business activity; and
- made by the regularly conducted business activity C. as a regular practice.

IT IS FURTHER STIPULATED AND AGREED that Government Exhibits 101 through 108, 114, 121 through 124, 126 through 131, 141 through 146, 150, and 201 through 206 and Defense Exhibits 17, 29, 34, 52, 49, 50, and 51 consist of records that constitute business records pursuant to Rule 803(6) of the Federal Rules of Evidence. The defendant reserves any Rule 801(c) objection to the

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admission, for the truth of the matter asserted, of any statement contained within Government Exhibits 126 and 128.

Dated:

New York, New York January 27, 2020

GEOFFREY S. BERMAN

United States Attorney for the Southern District of New York

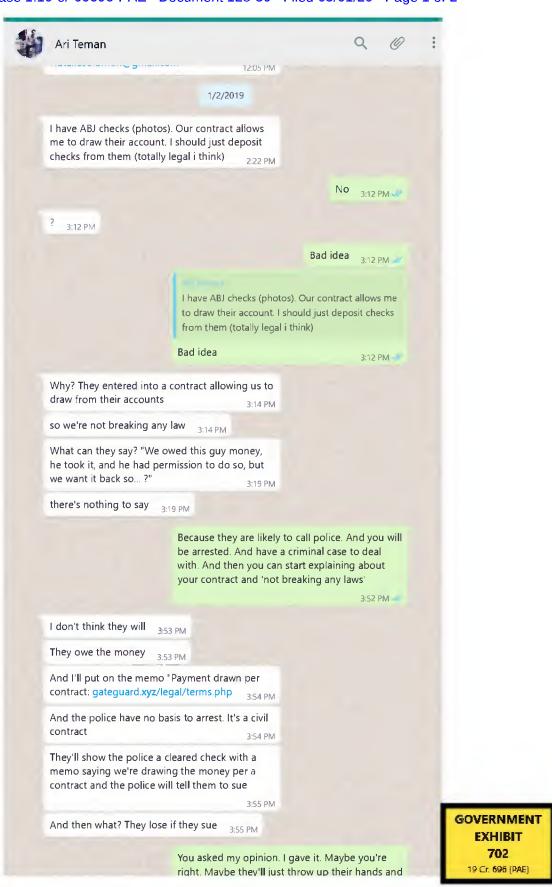
By:

Kedar S. Bhatia/Edward Imperatore Assistant United States Attorneys

Justin Gelfand/Joseph DiRuzzo

Attorneys for Ari Teman

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A-1873

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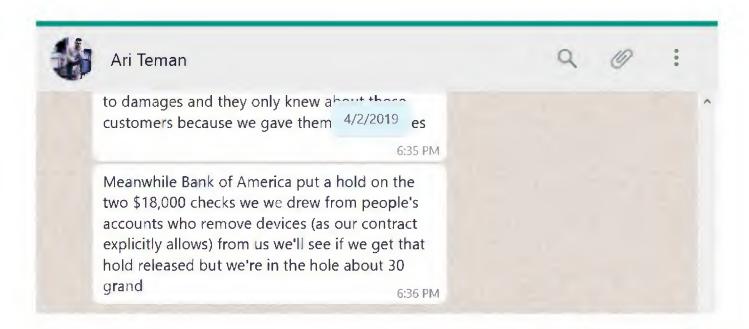


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Case 1:19-cr-00696-PAE Document 128-61 Filed 05/01/20 Page 1 of 1

A-1875



GOVERNMENT **EXHIBIT** 727 19 Cr. 696 (PAE)

A-1876

4/3/2019 I think maybe we invoice ABJ the device removal fees, they have like 7 buildings at \$18K each and then draw their accounts. We can put into the invoice a reminder link to the terms and a reminder that collections cases add additional fees as outlined at _. 5:56 AM I think we ALSO send a lawyer letter to Signature Bank and their other bank saying these assets owe us hundreds of thousands of dollars in fees and were, we believe, knowingly involved in fraud and federal perjury and trade secret theft 5:58 AM Signature loans to them 5:58 AM They'll want to be sure to mitigate the damage I think 5:58 AM And Aryeh. 5 devices 6:43 AM I've already told you I think it's a bad idea. You've been back and forth with abj several times now. Your 'threats' carry little weight at this point and they have indicated they don't believe they owe you \$. If you hit their accounts I think 50/50 they call cops. If I was advising them that's probably what I would tell them to do 7:17 AN I'm not going to hit their accounts I'm going to invoice so there's a record 7:18 AM And same with Aryeh 7: 18 AM Then just send it to collections Aryeh is different 7:18 AM GOVERNMENT **EXHIBIT** He'll pay to avoid a fight 7:18 AM 728 19 Cr. 696 (PAE) And honestly something is up there 7:18 AM

Ok. Invoicing them and collections is fine

7:19 AN

Case 1:19-cr-00696-PAE Document 128-63 Filed 05/01/20 Page 1 of 3

The banking stuff is not a joke

6:59 AM

There are federal regulations on this stuff. You can't just hit someone's bank account if you know they dispute the charge 7:00 AM 2

> GOVERNMENT **EXHIBIT** 729 19 Cr. 696 (PAE)

A-1878

Case 1:19-cr-00696-PAE ODOG THE HOLD BE TO PWE BOY/01/29 about 2 bis stuff. But there are serious state and fed, regulations on this. You claim that your contract allows you to debit their accounts even after they explicitly protest, I'm just not sure it's that simple

7:09 AM

The reason I did that, and I do actually have reasons for some of these things I do, is that I have negotiated with Isaac before when he's been hesitant to pay. I know that he is averse to any public fight, litigation, or press. That is because they are playing Pretty exclusively with other people's money. They run a two-andtwenty fund 7:10 AM

So right now Isaac and Michael are saying that this batshit ashkenaz kid doesn't respect their attorney, is pissed that they tried to get him to enter a legal agreement while he was coming off of anesthesia, and is ready to fight them, and has made it so they've documented they have a contract with me 7:11 AM

They're going to pay to avoid that ugly fight.

7:11 AM

And it also may be (again... speaking out of ignorance...) a clear violation of some federal banking regulation. In which case your 'simple, can't miss idea' is now a federal crime

7:11.AM 4/

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Document 460-9 Filed 10/30/24 Page 215 of 256

Case 1:19-cr-00696-PAE hore uffer regulation as 05/00/2010 pagetic of gbit agreements. Including, if the payer tells you to stop, you must stop 7:14 AM //

A-1879

7/9/2019

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EXHIBIT mozsaypitsiqiyas

GateGuard INC Payment Terms

Last Revised: Jan 27, 2019, 10:00 PM EST

Below are payment terms which apply to your purchase and use of the Services offered by GateGuard INC, a Delaware Corporation (hereinafter referred to as "GateGuard", "we", "us", or "our") including through our website at: https://gateguard.xyz (or teman.com) (the "Site"). These payment terms will apply to your use of the Site and any Services acquired by you from us, whether subscribed to through the Site or offline, unless otherwise agreed in writing between GateGuard and you.

This document is an integral part of our Terms of Service, which are available at: https://gateguard.xyz/legal/terms.php ("Terms"), and is incorporated into the Terms by reference. Capitalized terms which are used but are not defined herein, shall have the meaning ascribed to them in the Terms.

You may purchase subscriptions to Services by contacting us or by submitting an order via the Site. All orders are subject to acceptance by GateGuard. Certain applicable fees and the payment terms for the Services shall be as follows:

Monthly Fees - you will be required to pay a monthly fee, per each month during a period of 360 months, for us to maintain our Service. There are no actions or results guaranteed and there may be months without action on a unit. The 360 months payment are due even if you remove a device or fail to place the device onto your wall.

Subscriptions will be automatically renewed every 360 months. You must give 6 months notice of cancellation and enable GateGuard to collect its equipment at the end of the contract. Failure to return the equipment at the end of the 360 month period shall incur a \$50,000 fee as we could earn that amount of the device otherwise.

Government Fees - In the event the government fines us, penalizes or issues any fee to us (all of which we'll call a "fee" in this paragraph), related your usage of our service or products, you agree to immediately pay us 100% of the fee, regardless of whether it is we or you responsible (in the eyes of the government or anyone) for receiving that fee. You give us permission to ACH or charge your card for said fee.

MCI / Capital Improvement / DHCR / Other Agencies - While you may apply for a capital improvement (MCI, Master Capital Improvement) rent increase in NYC, and may be able to make such similar applications in other cities, we do not recommend or not recommend doing so. You understand there are no guaranteed any city agency will approve or deny the use of our devices and that the full contract fees (360 months) are still due regardless. You understand that each building and jurisdiction and agency and inspector and judge and court and the like are different and previous outcomes do not guarantee future results. We do not guarantee results with any agency, court, service, or the like.

We do not guarantee results or uptime or satisfaction at all. You accept this is a beta product that will be upgraded (software) at-will over time and no warranty or guarantee as to the efficacy, legality, or results are made to you.

Insurance & Liabilities - You accept full responsibility for use of the device and any positive or negative outcomes that may come from your choice. You accept that our maximum liability for damage or harm caused to you from our service(s), installation(s), device(s), and anything we do is one month's fee, up to \$350, and no more. You accept and agree that is your responsibility to carry insurance for your buildings to protect yourself financially against any negative events, such as violence, fires, assaults, thefts, burglaries, breaking-and-entering, tresspass, fines, gas leaks, humans, animals, rodents, tenants, staff, weather, storms, vehicles, laboros, vendors, and other people, property, and events that may cause harm to your property, tenants, or other humans. We are not responsible for any damage.

Court Appearance Fees - you will be required to pay for us appearing in court. You agree to pay us a flat fee of \$2,000 for each court appearance plus a variable fee of \$500 an hour, and, if outside NYC, all travel and accommodation expenses. Outside NYC, that includes: business class airfare four-star-or-greater chain hotel, and three daily meals, in the event we are required to appear by you, the court, or opposing counsel. Notwithstanding the forgoing, any appearance over 4 hours is charged our flat day rate of \$5,000 for staff, \$20,000 for executives. International travel requires a minimum of 4 days of Court Appearance Fees paid in advance. Fees and charges are per-person. Depositions, time spent on discovery requests, time spent discussing with attorneys shall also cost \$500/hour (\$900/hour for executives) plus \$2000 per

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day (\$5000 for executives) on account of the expensive distraction such cases are. Payment is due at the end of the day, and you agree to stay any and all proceedings until payment is made in full to us.

Chargeback, refund, & non-payment fees -- if at any time you file a credit or debit card chargeback, or other refund request via your financial services provider, including any fraud claims, after placing an order, you agree to pay a \$10,000 USD fine for violating the no-refund and no-cancellation clauses. You agree also to pay for any and all expenses incurred in collecting from you the full year's contract and any fees, such as success fees, due. You understand and accept that a chargeback or refund request via your bank or card provider is very costly and damaging to our reputation and ability to collect fees, and it is time consuming and wasteful to deal with, and you agree that \$10,000 is the minimum cost you cause by filing a chargeback. You understand the fines may be more if we can demonstrate additional costs, but will never be less than \$10,000. You understand and accept that if you file multiple chargebacks, or one chargeback but one multiple orders, you are responsible to pay \$10,000 per each order or transactions charged back, even if you made only one request to your card or bank.

Payments by Credit Card - You may pay for certain of the Services using a credit card on the Site. When registering for Services, you will be prompted to provide GateGuard with valid and updated credit card information. By providing such information and using the Services, you authorize GateGuard to charge such credit card for all Services purchased by you from time to time including all automatic renewal periods. You are responsible for providing complete and accurate billing and contact information to GateGuard and notifying GateGuard in writing of any changes to such information. Without derogating from any other remedy available to GateGuard, if any charge is not processed or is rejected, GateGuard may immediately discontinue your access to the Services. It is agreed that all past due amounts under these Terms shall bear interest at the maximum rate permitted by law, beginning with the date on which the applicable amount became due.

Cancellations and Refunds - You may cancel by providing a written notice 180 business days prior to the lapse of the 360 month period. Day 1 is when you first submit your order. Business days do not include weekends, or National Holidays of the USA. Any notice of termination must be by notarized letter signed by you (or in case you are a company or another legal entity, signed by your Chief Executive) and sent certified mail to our primary business address: 106 West 32nd Street, 2D15, New York NY 10001. There are no cancellations of a year-contract whatsoever, under any circumstances. You are entering into a full year contract upon providing your payment information. There are no refunds whatsoever, under any circumstances.

Escrow - As a precondition for us appearing in court on your matter or providing any of the Services in connection with any investigations or any court, arbitration or other litigation involving you as either plaintiff or defendant, we may require that you deposit any or all of the applicable government fees, court appearance fees or success fees, which may be due in accordance with the terms hereof, with an escrow agent designated by us. Any fees held in escrow shall be released to us by the escrow agent immediately upon their payment becoming due in accordance with the terms hereof. Any amount held in escrow, which exceeds the fees due as aforementioned, shall be returned to you by the escrow agent within a reasonable time after all applicable fees have been duly paid to us.

Taxes - All payments under these Terms are of net income. You understand and agree that you shall bear all value added, state, local, withholding, and other taxes or charges applicable to any goods or services purchased in connection with the Site and that GateGuard may deduct such taxes or charges from any payment made in connection with the Site at the applicable rate, as required by applicable law. You further understand and agree that you are solely responsible for determining your applicable tax reporting requirements. You are also solely responsible for remitting to the relevant authority any taxes information required. GateGuard cannot and does not offer tax-related advice to anyone. You understand and acknowledge that appropriate governmental agencies, departments or authorities where your accommodation is located may require tax to be collected from you and to be remitted to the respective authority. The laws in jurisdictions may vary, but no taxes are included in your price or payments to us . Sales tax will be added where required and is not included in the price. We may collect sales tax after the fact, quarterly, yearly, or otherwise as required by applicable law.

LABOR RATES:

Standard Labor Rate: (minimum 2 hours for all labor, plus travel time & expense)

Low Voltage Technician: \$189/hour Low Voltage Technician Helper: \$90/hour Low Voltage Technician Supervisor: \$240/hour

Day Rate: 2 Low Voltage Installers: \$1499; Each additional installer \$750;

Teman Executive Team (if required to be on-site or coach labor via phone or video): \$900

/hour

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> Teman Associates: \$250 / hour Teman VPs & Directors: \$500 / hour

GATEGUARD PANEL (INTERCOM SERVICE) PRICING:

GateGuard Panel (default pricing): \$14,999 GateGuard Panel current retail sales price: \$5600

GateGuard Discount price for buildings not qualified for a free unit: \$3600

GateGuard Security Deposit on free unis: \$849 (see terms)

GateGuard Monthly Fees:

Gold Plan:

1-4 Units: \$34.99; (paid yearly) 5-99 Units: \$49.99; (paid yearly) 100+ Units: \$149.99; (paid yearly)

GateGuard Panel insurance deductible: \$689:

Teman TAB 700: \$119, and available in sets of 10.

You are required to use only our SIM card on it. The device is locked to our app unless a tenant or you pays to unlock it on a monthly or yearly basis.

Teman TAB 700 Wall Mount: Plastic: \$12.50 (sold in sets of 20) Teman TAB 700 Wall Mount: Metal: \$29.99 (sold in sets of 20)

UPS Battery Backup (400 KHH), not installed: \$149 UPS Battery Backup (400 KWH), installed: \$289

Battery backup required in NYC, Miami, LA, Chicago, if you do not already have one at time due to unreliable power in these cities. We may require the installation and use of one in other cities at our own discretion. This is important to protect the device, and to ensure uptime.

UPS replacement battery: \$39:

UPS replacement battery with labor: \$149; (required every 36 months)

45-degree angle bracket: \$289. Installed by our discretion.

Sheet metal for covering existing holes: \$180-2499. Installed at our discretion.

LOOKLOCK PRICING:

Pricing never includes taxes or shipping or labor.

LookLock V1: \$749 per lock

LookLock V1 presale price: \$239 per lock

LookLock V1 presale price for 100 or more locks: \$229 per lock;

LookLock Insurance: \$30 per lock. \$179 deductible. (Replacement price if uninsured: \$749)

HOTSPOT & WIFI ROUTER, SWITCHES, ACCESS POINT PRICING:

(service & installation not included on any)

4G Wifi Hotspot (Rugged): \$449

4G Wifi Hotspot (Non-Rugged): \$279

4G SIM CARD: \$5.99 (service & installation not included)

4G DATA: \$16/GB (pooled for all your devices) (rounded up to the nearest 500 MB);

In the event the service provider raises the data price, it will be that data rate plus 20%;

NETWORK EQUIPMENT:

SWITCH (16 PORT POE): \$399 SWITCH (8 PORT POE): \$299

SWITCH (32 PORT POE): \$599

WIRING:

CAT5 1000 FEET BOX (RISER): \$169

CAT5 1000 FEET BOX (PLENÚM): \$229

1000 FEET LOW VOLTAGE WIRE BOX: \$419

CONDUIT (2" x 10ft): \$24.50 / piece

CONDUIT (1.5" x 10ft): \$15.50 / piece

CONDUIT (1" x 10ft): \$9.50 / piece

CONDUIT (3/4" x 10ft): \$9.20 / piece

CONDUIT (connectors, junction boxes, etc): Our cost plus 25%

All other wire our cost plus 20%;

ENCLOSURES: \$249-849 (will depend on side & location)

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BATTERY BACKUP (UPS): \$289 (one required) SHEET METAL COVERS FOR EXISTING INTERCOMS: STAINLESS: \$550 and up.

PLAIN STEEL UNPAINTED (YOU WILL PAINT): \$450 and up.

Document 460-9

Camera Kits:

\$4200 includes 4 IP cameras, 16CH NVR, and cat5, 1 day labor, 2 men. Conduit requires additional material costs and often a 2nd day of labor.

Shipping:

At current courier (UPS, DHL, FEDEX, or other) Rates plus packing materials, plus 15% for handling.

Court Appearance & Legal Fees

We bill \$500/hour (\$900/hour for executives) for speaking to any attorney. We bill any and all attorneys fees if you decide to consult with an attorney based on your words or actions. We bill \$2000 (\$4000 for executives) plus \$500 per hour (\$900/hour for executives) for any court appearances requested by you or resulting from your actions.

We charge \$500 to review and sign any affidavits, and \$500 an hour if we must edit or write them.

Support & Service Call Limits

Your monthly Gold service plan includes up to five (5) calls and/or emails or a total of three (3) hours of phone or email support per device per month, with every additional call costing \$29.99 per call or email. Your monthly Platinum service plan includes up to five (12) calls and/or emails or a total of three (5) hours of phone or email support per device per month, with every additional call costing \$29.99 per call/email.

In the event you report a device is not functioning, but the issue turns out to be the result of your or someone else's actions (a Superintendent unplugging the device, another vendor damaging a lock or wire, someone moving the device, etc.) other than our own team, we will bill you at \$149.99/hour for site visits, with a minimum of 2 hours. We strongly recommend and encourage you to have your super or manager instead do a video call with our support team.

Late fees:

Paying more than 30 days late forfeits your security deposit;

There is 20% monthly interest of any late fees after the first 30 days.

There is a \$10,000 fee for any collections efforts we must begin.

You are responsible for any and all attorneys fees regardless of outcome.

If you are late for more than 2 payments your monthly fee will increase by 50% for every 2 payments missed.

Tax:

NY State, NY City, NJ, Delaware, your state, Federal, and Foreign (local, regional, customs, federal) taxes may apply and be added to your invoice or charged later if we are informed of them later by any party. It is your requirement to file an MCI or any other forms which may enable you to skip paying tax.

Payment:

Our payment terms are simple: If you pay us on time, the amount owed, and you leave our devices up and running, you do not incur penalties or fees. However, due to the nature of (unfortunately) many property owners who run on the assumption they will not pay vendors (in full or partially), we have instituted strict and harsh penalties to make up for the massive cost of these attempted non-payments. Folks who do not pay their bills hurt you, the customer, because we cannot pay staff to support you or engineers to improve and add to your services, when customers do not pay us. Because we finance against your monthly fees, failing to pay causes great damage and expense, harms our reputation with creditors and investors, and makes growth difficult and stressful, if not impossible. Therefore, we have included a number of ways by which we can collect against folks who do not pay their bills, and ways we can draw payment without needing the actions of even well-meaning but slow and disorganized operators who might otherwise pay late. (We wish we didn't have to do this, but such is the industry)

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You understand and accept these terms and will not argue later that they are unduly harsh as they are required for us the give you the consideration of free devices and low monthly fees. We appreciate your understanding.

You agree to provide both an ACH (checking account number, routing number, name on account, account name, address, etc.) and Debit (or Credit) Card (number, expiration, security code, address, etc.) for each property. You may also provide a checking account for a management company responsible for all the properties under your management, but you must still provide the checking account for each property if asked.

We may charge your ACH or DEBIT or other account for any labor, deductibles, monthly fees. In the event one of your entities or accounts fails to make a payment, we may take payment from another account or entity of yours signed up for our service. That is every building you sign up acts as a guarantor for each other.

Payments for late fees later than 30 days late are charged a \$50 late fee, per late payment. Later than 60 days the fee is \$500.

Late payments for amounts greater than \$1000 are charged an additional \$1000 late fee. After 75 days we send payments to collections, and there is an additional \$10,000 fee for any collection efforts, and our legal fees are your responsibility regardless of outcome.

In the event you have us (or cause us to) speak to an attorney for any reason, the fee is \$2000 per case and \$1000 per hour for our executive staff, and \$500/hour for other staff. If we decide upon you introducing legal counsel into a conversation, or suggest the introduction of any legal proceeding or counsel, that we should retain or engage our own counsel, you are responsible for any and all fees.

You are responsible for any and all wire fees, currency exchange fees, bank fees, returned check fees, and the like. We will add these to your bill, and adjust future bills to include these fees. For example if you pay by wire and your and/or our bank charges a total of 10% and \$45 for the wire, we will add the different to level-up the payment to the full total due when fees are subtracted. You may (and are encouraged) to provide payment accounts which do not incur such fees.

Permission to Make Bank Draws & Other Account Draws.

You give us permission to write and sign checks with your checking and/or savings account(s) information to do a bank draw against your entity (or entities) for the amount it (or they) owe(s).

You agree that if you own multiple entities we may draw against one to collect the debt owed by another, and that you and only you are responsible for balancing the moneys owed between the entities. For example, if your Property A owes us \$10,000 and we have the checking account information for your Property B, you agree that Property B is acting as a guarantor of Property A (and all your properties and personal accounts are also acting as a guarantor for all other properties and entities you own in full or partially. To put it in plain English: you agree that if anything you own owes us money, or if you owe us money, we may draw that amount from any bank account or savings or investment account you own in full or in part and it's 100% your responsibility to pay that other account back, not us.

You agree that we may request your account statements from any and all institutions and that they may and must provide them to us, and that we may request of them to pay your past-due bills and they must do so. For example, if you owe us \$1, we may go to any and all banks, ask if you have an account, show them the bill, and collect the \$1 plus the collections fees and attorneys and staff fees (\$10,000 + \$2000 + \$500/hour minimum) for the collections process. (Tip: Do not not pay your bills!).

You agree we may seize property, real, personal, and digital and sell it to receive the money you owe us, and that we may choose the property at-will, sell it at any value we decide, and are only responsible to return to you any monies paid over the amount you owe plus fees and collections fees.

Veto and Voiding of any sale of properties in debt to us:

Because it is unfortunately common for property owners to skip-out on payments when they intend to sell or refinance or transfer ownership of a building, you agree no building can be sold while it owes money to us. You agree the decision as to whether it owes money to is is entirely up to GateGuard. You grant us the right to veto the sale of any asset which owes us money, or any asset you own when

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another asset you own or manage owes us money. For example, if Property A owes us \$10, then you agree we can veto and void the sale of that property. In the event a property owes us money we have the right to reject or void its sale and purchase it for 10% less than the public (city) or private (we hire) appraised value, whichever is lower, regardless of competing bids or existing contracts. You agree that any sale made of a property which owes us money is a voided sale and did not have the right to be sold. (We understand these terms are harsh, but we are extending tremendous credit to you, expensive parts, labor, engineering, skills, support, time, and marketing: Do not not pay your bills -- we will collect.)

Agreement to not file chargebacks or fraud claims:

Unfortunately, some landlords (generally in certain parts of Brooklyn) like to take a service and then file bogus chargebacks to effectively get it for free, or hold vendors hostage, so this section is unfortunately necessary to protect us and all of our customers.

You agree to never file a chargeback or fraud claim with your bank, card provider, ACH or checking provider, bill pay service, online or digital payment solution, or similar to the above. You agree to bring any dispute to arbitration, per our agreement. You agree and accept there is a \$10,000 fee paid by you to us for every chargeback or fraud claim you file (with your card provider, bank, ACH or checking service, payment service,, or the like), regardless of outcome. You understand chargebacks are not simply a way to request a refund, and that they severely damage our reputation with our payment processor(s), and distract us and harm our ability to do work. If you make one chargeback request, but it is on three separate charges (for example monthly fees charged on 3 different months), that counts as three chargebacks. In the event your chargeback is successful, in that your card provider or bank pulls the funds from our account and returns them to you, three times the amount of the chargeback is due to us, plus the \$10000 per chargeback fee.

In the event any chargeback or fraud claim you file with your card or bank causes them to, or motivates them in any amount, to discontinue serving us, an additional fee of \$800,000 or our monthly revenue (whichever is greater), for every month until they reactivate us, is due so that we may continue to operate and serve our customers. Filing a chargeback is a break of our contract and additional penalties and fees may apply for that breach. You agree we may place a lien on any of your or your entity or entities' property and force a sale in the event you refuse to pay these fees.

Guarantees & Liens

You agree and accept that you are entering into this contract on behalf of an entity or entities for which you have or have been given permission, and that you personally guarantee this agreement, any and all debts and payments due, and any liabilities incurred. You agree we may place a lien on any and all property of you and/or your entity and/or entities and force the sale of properties at will, at our discretion to pay debts we claim are past-due. You agree that in the event you fraudulently or mistakenly entered into this agreement on behalf of an entity for which you do not have.

Cancelling

You may not cancel this agreement for 10 years. You may not cancel or removal of antennae or connectivity hardware or device agreements of any kind for 15 years. GateGuard has the right to cancel your contract and services at any time for any reason. In the event it is because of poor behavior towards our team or vendors or device or equipment, or you haven't reached 10 years of service, your security deposit is voided. This contract will automatically renew for 15 years unless we received written notice via certified mail within five years of the end of your current contract period.

Panel Leased if "Free"

In the event you receive a free GateGuard, the GateGuard Panel may be considered leased to you and \$10 of each of the monthly fees part of the payment towards its \$14,999 value, and it shall remain under our control, but for your use as long as you keep to the terms or we allow it.

That is, when we say a panel is "free" what we mean is you pay nothing upfront for it, but we will bill you a monthly fee of \$10, included in your existing monthly fee, to pay for it, and this payment, and the entire monthly fee is due until you reach \$14,999.

We may also gift it to you, and the choice between giving it as a lease or gift shall be at our discretion. In the event we gift a panel to you the taxes are your responsibility (\$14,999 value per device).

5G and other Required Technology Upgrades

7/9/2019

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In the event we must upgrade technology such as the router, or PCBA board, we may bill you for these costs on one-time or monthly basis, at our discretion, up to \$1299 one-time and up to \$199 monthly. For example, but not limited to, if the telecom provider(s) require us to upgrade the router from 4G to 5G, or a board must be upgraded from its current specifications, we may bill you to cover the costs of the parts, labor, engineering, servers, hosting, and more, and we are allowed to make a profit doing this. This also applies in the event the government (any government) requires us to modify or replace the device.)

In addition to this, you agree we may charge you up to \$1299 every 360 months to upgrade your device, and we may charge this one-time or monthly. (We will do our best to make it monthly.)

Of course, we do not like to raise prices and do not intend to do so, but we must protect the network from surprise increases in costs, which can happen in networking and publicly regulated industries.

Locks

LookLocks are your property, but can only be used with our monthly service. We do not support LookLocks if service is cancelled or unpaid. No refunds on LookLocks are ever given.

PLEASE NOTE: GateGuard RESERVES THE RIGHT TO AMEND THESE PAYMENT TERMS FROM TIME TO TIME IN ITS SOLE DISCRETION, IN WHICH CASE ANY FURTHER PURCHASE OF ADDITIONAL SERVICES OR RENEWAL OF SERVICES SHALL BE SUBJECT TO THE PAYMENT TERMS IN EFFECT AT THE TIME OF ADDITIONAL PURCHASE OR RENEWAL.

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f 2 **EXHIBIT** so supply supply

From:

Ariel Reinitz

To:

Joe@abinv.com

Subject: Date: RE: ABJ Properties / GateGuard, Inc. Thursday, October 11, 2018 11:58:49 AM

Attachments:

GateGuard.xvz - INVOICE FOR PANEL SYSTEM - ABJ - PRESALE PRICING - 342-346-LENOX-GATE.PDF

Hi Joe – further to our discussion yesterday, attached is one of GateGuard's invoices for panels/services provided to you. The invoice indicates that your agreement with GateGuard is subject to the terms available here and here.

I'm reviewing the terms now and will circle back shortly re: your request to discontinue GateGuard service.

Ariel Reinitz

FisherBroyles, LLP

O: 646.494.6909 | M: 917.587.5520 | Email

From: Ariel Reinitz

Sent: Thursday, September 6, 2018 10:58 AM

To: 'Joe@abjny.com' <Joe@abjny.com> **Subject:** ABJ Properties / GateGuard, Inc.

Dear Mr. Soleimani,

I am an attorney representing GateGuard, Inc.

I understand there are outstanding fees due under your service agreement with GateGuard. Please let me know who at ABJ I can coordinate with to ensure these fees are paid and resolve any other issues with your agreements with GateGuard.

Thanks,

Ariel Reinitz

Partner

FISHERBROYLES

A LIMITED LIABILITY PARTNERSHIP

445 Park Avenue | Ninth Floor | New York, NY 10022

O: 646.494.6909 | M: 917.587.5520

Email | Web | LinkedIn | Twitter

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A-1888

GateGuard.xyz

e helpful?

DUE

ASK ABOUT: GateGoard xyz CLOUD COMPATIBLE CAMERA SYSTEM

DATE:

Oct 18

INVOICE #

GGXYZ ABJ 1 6b

RAISE RENTS + NO TAXES: You may be able to count security systems & intercoms toward Capital Improvements and charge the expense toward tenants with increased rent. See form and information link below.

Bill To:

ABJ Properties

PAY TO:

GATEGUARD INC

342 Lenox (ABJ Milano Inc)

106 West 32nd Street, 2D15

Joseph Soleimani joe@ABJny.com

NEW YORK, NY 10001

781-718-3375

SALES PERSON	P.O. NUMBER	SHIP DATE		TERMS
Ari Teman				Due now.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	GateGuard.xyz Panel	1.743,00	\$1.743,00
1	Installation		
6	Monthly Service (6 months upfront)		
			ing tight (tree near t
		SUBTOTAL	\$1.743,00
			EXEMPT
		TAX RATE	EXEIVIP
		SALES TAX	
	SH	IIPPING & HANDLING	
		TOTAL	\$1.743,00

TAX EXEMPT CAPITAL IMPROVEMENTS: https://www.tax.ny.gov/pdf/publications/sales/pub862.pdf . You may need to fill out: https://www.tax.ny.gov/pdf/current_forms/st/st124_fill_in.pdf

Payer accepts terms at GateGuard.xyz/legal/terms.php | This is a 3 year contract.

Make all checks payable to GATEGUARD INC

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EXHIBIT

D-15

From: <u>Joseph Soleimani</u>
To: <u>Ariel Reinitz</u>

Subject: RE: SubletSpy hits for order fijj87wr (Sep 18, 2018)

Date: Monday, October 22, 2018 10:03:56 AM

Hi Ariel,

The subscription must have been activated after it was previously deactivated. I had sent him screenshots showing that it was deactivated. In any case, I would like detailed subscription dates for all my subletspy subcriptions. In addition, please have Ari provide details on the tablets including a guaranteed delivery date and features. He had mentioned some type of service which they will all have and I would like to confirm such. Also, please lay out the details of the new gateguard moving forward.

We will also require a general release for anything he is claiming and an agreement that he will no longer continue to file complaints through various government agencies as an act of retaliation. Thank You and looking forward.



Joseph Soleimani

Vice President

ABJ Properties, Inc.

1652 Park Avenue, Suite LL

New York, NY 10035

T. 212.860.5560

F. 212.860.5570

From: Ariel Reinitz < Ariel. Reinitz@fisherbroyles.com >

Sent: Wednesday, October 17, 2018 3:28 PM **To:** Joseph Soleimani < <u>ioe@abinv.com</u>>

Subject: FW: SubletSpy hits for order fijj87wr (Sep 18, 2018)

Hi Joe – I spoke to Ari and he indicated that your subscription to 'SubletSpy' remains active (see below report). You can log in using any of the below links (login is done via 'PropertyPanel'). Let me know if this does (or doesn't) work.

The tablets we discussed were delayed in China (needed FCC certification before being shipped).

They are currently on track to arrive in about 2 months (~December 15th). Ari is happy to maintain the order or apply your payment towards current GateGuard installation/service – let me know your preference.

Thanks,

Ariel Reinitz

FisherBroyles, LLP

O: 646.494.6909 | M: 917.587.5520 | <u>Email</u> **From:** Ari Teman <<u>ari@subletspy.com</u>>

Sent: Wednesday, October 17, 2018 3:07 PM **To:** Ariel Reinitz < <u>Ariel.Reinitz@fisherbroyles.com</u>>

Subject: Fwd: SubletSpy hits for order fijj87wr (Sep 18, 2018)

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A-1890

Ari Teman | Founder | teman™

We make Real Estate proactive with Artificial Intelligence

212-203-3714 | ten an com | ari@teman.com

Services:

GateGuard.xyz | Face-recognition entry panel, intercom, virtual doorman + camera system

Smart Lock w/Video Doorbell + Security Camera + Concierce LookLock.xyz (Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key) PropertyPanel.xyz | NYC's #1 property platform: Find, Analyze, Comply, News, more.

SubletSpy.com | Catch & Evict Illegal Airbnb-type sublets

Featured in:

The Real Deal, Cooperator, BISNOW, ABC, NBC, PIX, FOX, Pando, Curbed, Observer

Visit us for a demo:

NYC: Herald Square Miami: Lincoln Road

10 SECOND VIDEO:

GateGuard.xyz Face Recognition in Action

https://www.voutube.com/watch?v=1kx_8kbTB5o

Terms apply to each service. Each service is a different entity. Terms cannot be changed via email or oral agreement.

----- Forwarded message -----

From: <support.team@subletspy.com> Date: Tue, Sep 18, 2018 at 8:29 AM

Subject: SubletSpy hits for order fijj87wr (Sep 18, 2018)

To: < ioe@abjny.com> Cc: <ari@subletspy.com>

Order Update

Hi Joseph,

We have a hits for SubletSpy order fijj87wr.

(For security, you will be asked to log into PropertyPanel to view them.)

Address Host	Reviews Last Review	Hit Type	PDF
2267 Adam Clayton Powell Ir Blyd Camille May Baker	r 3 Jul 2018	Direct Hit	View

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173 W 133rd St	Richard	16	Jan 2018	Potential (Needs Confirmation) <u>View</u>
526 W 173rd St	Maurice	15	Nov 2017	Direct Hit <u>View</u>
173 W 133rd St	David	22	Aug 2017	Potential (Needs Confirmation) <u>View</u>
524 W 173rd St	Angela	0	No reviews	Potential (Needs Confirmation) <u>View</u>

We have a Rent Stabilized hits for SubletSpy order fijj87wr.

Address	Host	Hit Type	PDF	
524 W 173rd St	Melissa Serluco	RS Direct Hit	<u>View</u>	
173 W 133rd St	Gombraogo Ouedraogo	RS Direct Hit	<u>View</u>	

Please let us know how we can be helpful.

SubletSpy Support:

support learning subjets by.com

Ari's email (founder): an@subletspv.com

You receiving this email because you are client of SubletSpy.

Copyright © 2017 Touchless Labs LLC, All rights reserved.

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EXHIBIT D-29

1011 40816

SIGNATURE BANK

Affidavit Of Counterfeit or Stolen Check - Business

State of / Cob botte	
10.00	ss:
County of KINGS	
I. MICHAEL HAAS	("Affiant"), being first duly sworn make this affidavit as follows:
1. I am the OWNER	f 518 MBT 204 UC ("Company"), which maintains
account number <u>1503226525</u>	("Account") at Signature Bank ("Bank") and am authorized by the
Company to make the statements m	ade in this Affidavit and to provide the Company's agreement to indemnify
defend and hold harmless the Bank	as provided below.

- 2. As part of my responsibilities at the Company, I issue checks drawn on the Account, and review the Account including checks paid against the Account.
- On 04 01/2019, I reviewed the Account and discovered that the following checks ("Checks") have been charged on the Account, which those Checks were not issued, authorized or approved by the Company:

Date Paid	Check Number	Amount	Payee
04 01 2019	001	\$18,000	GATEGUARD INC
1		/	

- 4. Neither I nor anyone else at the Company authorized, issued or approved the Checks.
- 5. These Checks were:
 - Written on blank checks that were stolen from the Company
 - Written on check forms that were not authorized by the Company
- 6. Neither I nor the Company knows the payees on these Checks or have any recollection or record of the Company ever owing these payees any money whatsoever.
- Neither I nor the Company knows who authorized, issued or approved these checks.

In consideration of Signature relying on the statements made in this affidavit, the Company agrees to indemnify, defend, and hold Signature Bank and all of its affiliates, directors, officers, employees, agents, successors, and assigns harmless from and against any and all claims, liabilities, demands, actions, proceedings, judgments, executions, losses, damages, attorney's fees, payments, consequential damages, punitive damages, cost and expenses of any nature whatsoever, that any of them sustains or incurs by reason of having relied on these statements. The obligations under this paragraph shall commence immediately and shall continue in full force and effect indefinitely.

Affiant is aware that (i) this Affidavit is being provided to the Bank to obtain for the Company reimbursement of the amounts of these Checks, (ii) the Bank will rely on this Affidavit to recover the amounts paid with respect to these Checks and (iii) any false statement made in this Affidavit is a violation of the law. Affiant represents and warrants that all statements contained in this Affidavit are true and complete in all respects.

I make this affidavit on this oy day of APRIL, 2019.

Signed:

SUBSCRIBED AND SWORN TO before me this 04, day of APPAL, 20 19

Notary Public **SEAL**

EPHRAIM NIERENBERG Commissioner of Deeds City of New York No. 28163 Certified Filed in Kings Count

Signature Bank 623

FOIA Confidential Treatment Requested by Signature Bank

SDNY_003116

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EXHIBIT

D-36

From: Ariel Reinitz
To: Elie Gabay

Subject: RE: Invoice for 20 buildings + Convertible Note

Date: Wednesday, March 28, 2018 1:41:19 PM

Importance: High

Dear Mr. Gabay,

I am an attorney representing GateGuard, Inc.

As outlined below, GateGuard has provided materials and performed labor on one or more of Coney Realty's buildings, and the corresponding invoices are now past due. Coney Realty has also entered into agreement(s) with GateGuard for devices and services, payments for which are now due.

As you can imagine, these invoice(s) and agreement(s) are of substantial commercial significance to GateGuard. Coney Realty's conduct has thus caused considerable harm to GateGuard's business (and threatens to cause further harm yet).

I expect that an amicable resolution is of mutual interest to GateGuard and Coney Realty. To that end, please reply with a prompt introduction to the appropriate personnel at Coney Realty (or your counsel) having authority to resolve this matter.

Absent a prompt response from Coney Realty, GateGuard may initiate further legal action, including but not limited to the filing of a mechanic's lien.

Sincerely,

Ariel Reinitz

Partner

FISHER BROYLES®

A LIMITED LIABILITY PARTNERSHIP

445 Park Avenue | Ninth Floor | New York, NY 10022

O: 646.494.6909 | M: 917.587.5520 | Email | Web | LinkedIn

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From: **Ari Teman** <ari@teman.com> Date: Mon, Mar 26, 2018 at 5:35 PM

Subject: Re: Invoice for 20 buildings + Convertible Note

To: Elie Gabay <elie@coneyrealty.com>

Cc: "Yoni (Jonathan) Irom" < ionathani@gkh-law.com>

Please pay the full invoice for the GateGuard device you got in 100% bad faith <u>immediately</u> before we discuss anything further. This is past-due since January 19th. I will send it to collections and place a lien on your building on Pessach.

You promised to not judge us based on the old device, which I didn't want to install for you because it relies on internet and you have Spectrum that always goes offline. You insisted and asked that we credit it toward the payment for the 10 device you ordered online (in which you entered our contract). I agreed based on your 10 building order (for which the contract is binding).

Case 1:19-cr-00696-PAE Document 128-69 Filed 05/01/20 Page 2 of 8

Now you're taking months of my time, making me look like a liar to other investors.

I DID mean to copy my attorney.

Your manager is an idiot and your internet has been off for days, as I said, and as your super told him. I cannot fix your manager being an idiot, but that's not my problem. My problem is you do not keep your end of contracts, you waste my time, and you make false promises. This is why they invented attorneys. I'm done with you. Pay the bill BEFORE you try to talk or it goes to the attorneys. I'm also going to sue you for interupting my business for the last 2 months with your lies.

Ari

Ari Teman | Founder | teman™

We make Real Estate proactive with Artificial Intelligence 212-203-3714

106 W 32nd Street, NYC

https://teman.com | ari@ternan.com

Services:

LookLock.xyz

GateGuard.xvz Face-recognition entry panel, intercom, Al virtual doorman + camera system

Smart Lock w/Video Doorbell + Security Camera + Concierce

(Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key) PropertyPanel.xyz | NYC's #1 property platform: Find, Analyze, Comply, News, more.

SubletSpy.com | Catch & Evict Illegal Airbnb-type sublets

Featured in:

The Real Deal, Cooperator, BISNOW, ABC, NBC, PIX, FOX, Pando, Curbed, Observer

Visit us for a demo:

We're closest to: 1-2-3 / B-D-F-M / N-Q-R-W / PATH / A-B-C-E / 6

10 SECOND VIDEO:

GateGuard.xyz Face Recognition in Action

https://www.voutube.com/watch?v=1kxz8kbTB5o

All conversations are off-the-record. Social Media, too. Terms apply to each service. Each service is a different entity Terms cannot be changed via email or oral agreement

On Mon, Mar 26, 2018 at 5:24 PM, Ari Teman < ari@teman.com > wrote:

There's no issue with our system. Your internet box is offline. You could plug any computer into that box now and it won't go online.

Ari Teman | Founder | teman™

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Case 1:19-cr-00696-PAE Document 128-69 Filed 05/01/20 Page 3 of 8

106 W 32nd Street, NYC

https://teman.com | ari@teman.com

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https://www.youtube.com/watch?v=1kxz8kbTB5o

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On Mon, Mar 26, 2018 at 5:19 PM, Elie Gabay <elie@coneyrealty.com > wrote:

Updated feedback on my end below.

"Given all of the issues we are having with Tieman's system, I am very hesitant to move forward with him. I think we need to put this entire project on hold. And wait."

Elie Gabay

Coney Realty & Management

Tel: 718-338-2010

Email: elie@coneyrealty.com

From: Ari Teman < ari@teman.com > Sent: Monday, March 26, 2018 10:24 AM To: Elie Gabay < elie@coneyrealty.com >

Subject: Re: Invoice for 20 buildings + Convertible Note

Updated with tracking. Most changes made as requested.

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https://teman.com aricoteman.com

Services:

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Smart Lock w/Video Doorbell + Security Camera + Concierce LookLock.xyz (Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key)

Case 1:19-cr-00696-PAE Document 128-69 Filed 05/01/20 Page 4 of 8

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On Sun, Mar 25, 2018 at 1:26 PM, Ari Teman <ari@teman.com> wrote:

Mostly workable.

Here are thoughts to them:

- 1. We need the ability to update the code without updating 1000 landlords. We are rolling out changes slowly, and we test internally, and then on a few devices, and then more and more, but if we discover a critical bug or security flaw, we need to be able to fix it without any delay. We do not make drastic changes -- it's an intercom, not a mobile phone... not much change happening.
- 2. We need to be able to raise prices -- it's not relevant to these 20 devices since you're paying for the Gold Plan upfront for 10 years. I do not foresee us getting more expensive though. Probably we'll get cheaper and cheaper as time goes on and more folks try to compete (and fail!).
- 3. Ditto on the 10 year contract -- you're paying for 10 years of service upfront, at a discount. We need the 10 year agreement in place to secure agreements with telecos etc for discounts on SIM card data, etc (they're ok making \$5 a month if it's for 120 month, not if it's for 4 months). They require that language. (Obviously if you rip the device out they're unlikely to do anything.)
- 4. We include 1 free PropertyPanel Basic Account with each device, so you get 20 accounts for the 20 buildings. You are covered for 20 users.
- 5. We need the ability to remove a panel in the case of ongoing vandalism or network intrusion, but OK, I'm OK nixing this. Obviously if someone is using a device to hack the network, etc., we'll have to take it offline.

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- 6. 5H: We self-insure the devices (you pay just \$689 to replace a unit if someone breaks it), so just any insurance company would try to get the claim paid by the responsible party or any insurance company covering that damage, we may attempt. For example, if a truck driver backs into the building or the facade collapses. Really, we likely won't bother... we don't lose much replacing one and filling out the claim won't be worth the time unless someone goes around and smashes 100 of our devices in one shot. Technically you are "licensing" the service from us for 10 years, for tax purposes, so we own the device for insurance purposes.
- 7. 5L: This is important to stay on if we put an antenna across the street on some guy's building who has GateGuard so your building gets good reception, then we need him to keep it on even if he removes the main device, and vice versa. You will not see or notice these devices from the street unless you look for them -- they're like shoebox size or thereabout... like wifi antennae. They help us ensure full signal to devices that are caught between bricks and glass. Obviously if someone rips one of their building it's more-likely we'll just put an antenna on a roof, etc., but we need to deter this.
- 8. Ok, you don't have to ban Key or Latch, but if they are on the building people will be able to sneak in through them and we won't have a record of the entry. We recommend 1 device for access control so you force everyone's face into it.
- 9. On that note, the terms to not accept an exclusive agreement prevents a manager from accidentally signing a bad contract that forces your intercom (us) off the wall.
- 10. The "Kiosk" we want to build is about 24"x24" with a tiny label printer so when tenants go to return a package, they print the label and stick it on the box and UPS, etc can identify it. Right now the biggest growing problem is packages stay in the hallway and are stolen, and then they complain to you. This Kiosk, we are checking, can also display the DOB/HPD info so you never get a fine for not putting up their latest required sign.

Ari

Ari Teman | Founder | teman™

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106 W 32nd Street, NYC

https://teman.com/ari@teman.com

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10 SECOND VIDEO:

GateGuard.xyz Face Recognition in Action

Case 1:19-cr-00696-PAE Document 128-69 Filed 05/01/20 Page 6 of 8

https://www.youtube.com/watch?v=1kxz8kbTB5o

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On Sun, Mar 25, 2018 at 1:42 AM, Elie Gabay < elie@coneyrealty.com > wrote:

Didn't mean to send it to your attorney. I just hit reply to all.

Elie Gabay

Coney Realty & Management

Tel: (718) 338-2010 Fax: (718) 338-7900

From: Elie Gabay

Sent: Sunday, March 25, 2018 1:42 AM To: 'Ari Teman' <ari@teman.com>

Cc: Yoni (Jonathan) Irom < ionathani@gkh-law.com> **Subject:** RE: Invoice for 20 buildings + Convertible Note

Proposed changes to terms and conditions attached. Lets discuss once you've had a chance to review.

Thanks,

Elie Gabay

Coney Realty & Management

Tel: (718) 338-2010 Fax: (718) 338-7900

From: Ari Teman < ari@teman.com> Sent: Tuesday, March 13, 2018 6:28 PM To: Elie Gabay < elie@coneyrealty.com>

Cc: Yoni (Jonathan) Irom <<u>jonathani@gkh-law.com</u>> Subject: Invoice for 20 buildings + Convertible Note

Hi Elie,

Great chatting and thanks again. I'm excited to work together on this and appreciate your faith in me and the team.

Here is:

- 1. a template you can use for the 20 buildings. We can batch it for you if you need. If your office can send the 20 checks or wire this week that'll be helpful so I can make the wire to China and fly there next week to oversee final production steps.
- 2. the \$40k convertible note to FRIEND OR FRAUD INC (which holds Property Panel INC,

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GateGuard INC, and LookLock.xyz, but not SubletSpy, as mentioned). This is the same note and terms Kerry Miller (Goldman Sachs, now a VC) did -- based on the Y Combinator SAFE note. Copied is Yoni Irom of GKH law (they were Waze's law firm) with any questions.

Here is the wiring for the note:

WIRE INSTRUCTIONS FOR THE NOTE:

Bank name: Bank of America

Address: 100 North Tryon Street. Charlotte. North Carolina 28255

Phone number: +17043865681

Website: http://www.bankofamerica.com/

SWIFT code: BOFAUS3N

Friend or Fraud INC ACCOUNT: 483056100351 ROUTING: 021000322

Let me know how I can be helpful.

Ari

Ari Teman | Founder | teman™

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212-203-3714

106 W 32nd Street. NYC

https://teman.com

Services:

Face-recognition entry panel, intercom, Al virtual doorman + camera GateGuard.xyz

system

Smart Lock w/Video Doorbell + Security Camera + Concierce LookLock.xvz

(Opens with: Fingerprint, Code, NFC, Card, Fob, App, Key)

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https://www.youtube.com/watch?v=1kxz8kbTB5o

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EXHIBIT D-49

CHASE •

CLMSENCL0020

DECLARATION

(UNAUTHORIZED REMOTELY CREATED CHECK)

	wear and state under penalties of perjury that the remotely created check identified below (the "Checks" whether e or more) were not authorized and:
1)	I am (check one): ☐ the owner ☐ the(title) of(entity name), which is the owner, ("Customer") of the following account ("Account") at JPMorgan Chase Bank, N.A. ("Chase"): Customer Name on Account: Account Number:
2)	Each of the checks described below is a "remotely created check," i.e., a check that was not created by the paying bank and that does not bear a signature applied or purported to be applied by the Customer.
	Check number (if any): Date: Amount: Payee name:
3)	Please indicate type/reason the checks were not authorized: Customer did not authorize the checks in the payee name stated on the checks. Customer did not authorize the checks in the amounts stated on the checks.
4)	If the person or entity that created the checks is known to you, indicate the relationship and provide any information you may have about this person or entity, including name, address and telephone number.
fines I also conn inclu	derstand that making a false sworn statement is subject to federal and/or state statutes and may be punishable by and/or by imprisonment. Chase may require further information concerning this matter, which I agree to provide ounderstand that Chase or other persons or entities, such as law enforcement, may require my assistance in section with any criminal or civil prosecution of the wrongdoer(s). Should that arise, I agree to cooperate fully, ding the giving of testimony and appearing at a trial. Should I refuse to cooperate, Chase may revoke any payment ustomer, including charging the amount of any payment to any account of the Customer.
swc	DRN TO AND EXECUTED ON thisday of, 20
Sign	ature
If Cu	stomer is a Business/Title of Authorized Signer

Please keep a copy for your records and mail or fax the following information to the address or number below:

JPMorgan Chase Bank, N.A. Customer Claims Department Attn: OH1-1039 1111 Polaris Pkwy Columbus, OH 43240-2050 1-866-661-4125 (Fax)

A-1903



Mail Code TX3-7849 PO Box 659809 San Antonio, TX 78265-9109

1-866-564-2262 πγ 1-800-242-7383

> www.chase.com 1-866-661-4125

EXHIBIT D-51

00496 LAW 802 001 12319 NNNNNNNNNNNN CLMS0021 ABJ MILANO, LLC 1652 PARK AVE STE LL NEW YORK NY 10035-4643

May 02, 2019

Action Needed:

Please provide us more information about your claim

05/02/2019 Date of Inquiry: Account ending in: 1672

Check(s):

Dear ABJ MILANO, LLC,

We reviewed your claim and need more information to complete our research. Your claim is now closed, but we'll reopen it as soon as you respond.

Here's what we need from you

Please return the completed affidavit or declaration

Here's how you can send us your claim documents (if requested)

- Fax them to 1-866-661-4125, or
- Mail them to:

Customer Claims Department OH1-1039 1111 Polaris Pkwy

Columbus, OH 43240-2050

If you have questions, please call us anytime at 1-866-564-2262.

Sincerely,

Customer Claims Department

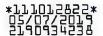
Enclosure

EXHIBIT

D52

90000





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RETURN REASON-4 RCC WARRANTY BREACH

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207 75 .77777777)/30 @22E000T20

RCC BREACH

Pay to

order of

JP Morgan Chase Bank 349 Fifth Ave New York, NY 10016 **ABJ Milano LLC** New York, NY **GateGuard INC**

This amount "Five Thousand and 00/1000 dollars.

MEMO: ATTORNEY USE FEE 2041 Adem Clayton

DRAW PER CONTRACT, NO SIGNATURE REQUIRED NOTE TO BANK: This is a valid check. You are required by it Contract at gateguard syz/legal/terms php accepted by above of Contact us 212-203-3714 with questions.

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Date: 4/19/19

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Date: 4/19/19

\$5000

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GateGuard INC

This amount: "Five Thousand and 00/1000 dollars.

MEMO: ATTORNEY USE FEE 102 W. 138th Street [Gate]

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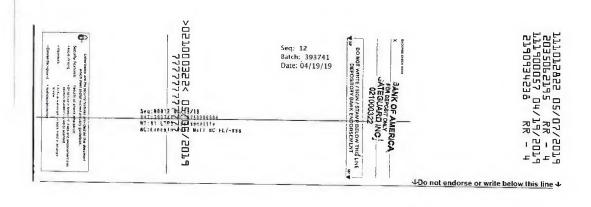
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JP Morgan Chase Bank

349 Fifth Ave New York, NY 10016

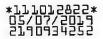
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Case 1:19-cr-00696-PAE Document 128-72 Filed 05/01/20 Page 2 of 24





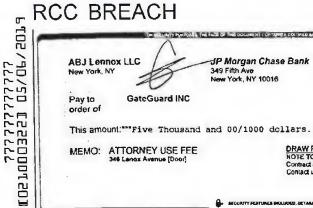




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Date: 4/19/19

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🔒 SECURITY PESTURES PROLUDIED, DETAILS ON BACK 🔒 _

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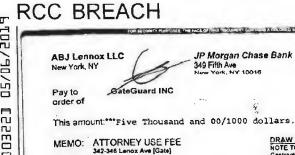
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Date: 4/19/19

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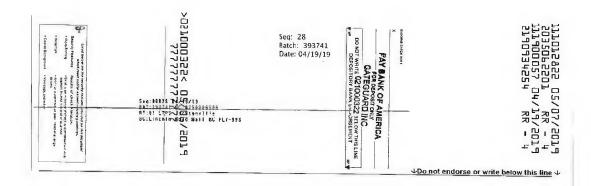
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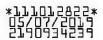
Case 1:19-cr-00696-PAE Document 128-72 Filed 05/01/20 Page 4 of 24





Case 1:19-cr-00696-PAE Document 128-72 Filed 05/01/20 Page 5 of 24





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\$5000

Date: 4/19/19

This amount: *** Five Thousand and 00/1000 dollars.

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MEMO: ATTORNEY USE FEE

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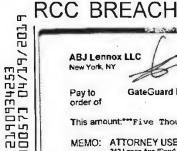
Date. 4/19/19

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19350001 *6111* *6* *09563*



Pay to order of

JP Morgan Chase Bank 349 Fifth Ave GateGuard INC

This amount *** Five Thousand and 00/1000 dollars. MEMO: ATTORNEY USE FEE 342 Lenox Ave [Door]

DRAW PER CONTRACT. NO SIGNATURE REQUIRED NOTE TO BANK: This is a valid check. You are required by law if Contract at galeguard xyz/egal/terms pthy accepted by above clent. Contact us 212:203-3714 with questions.

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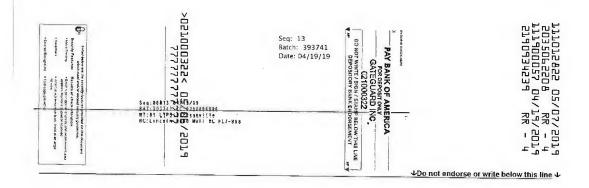
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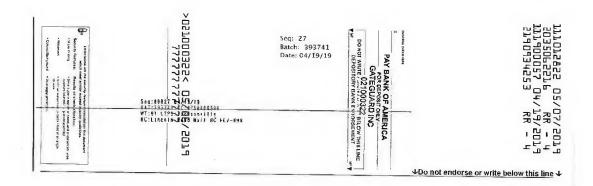
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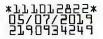
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Case 1:19-cr-00696-PAE Document 128-72 Filed 05/01/20 Page 6 of 24







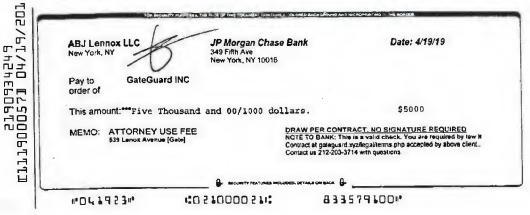


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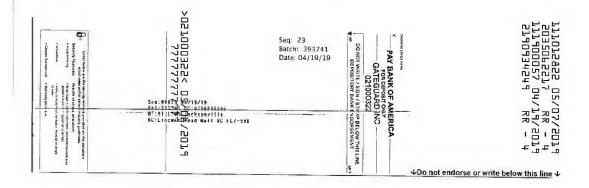
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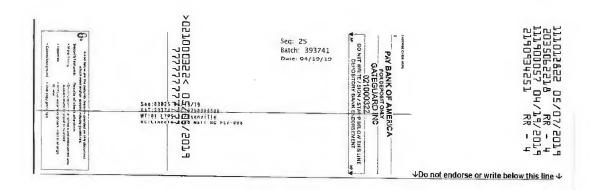
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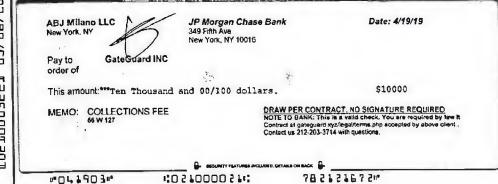
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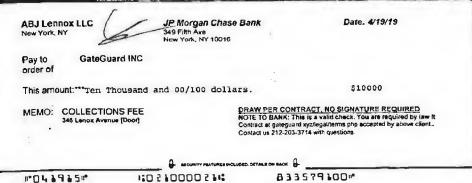
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RETURN REASON-4 RCC WARRANTY BREACH

19350001 *6111* *10* *09571*

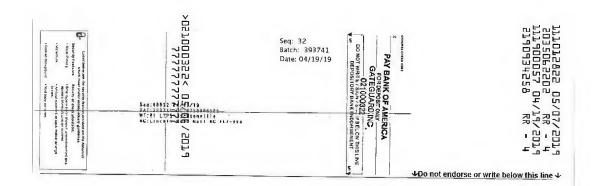
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RCC BREACH

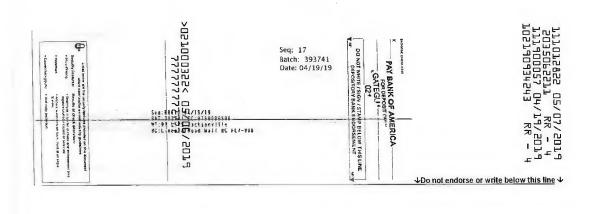


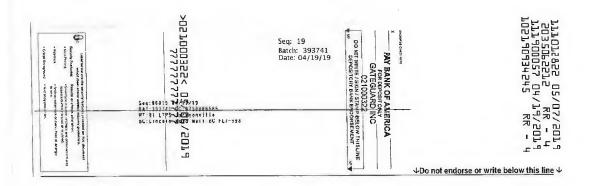
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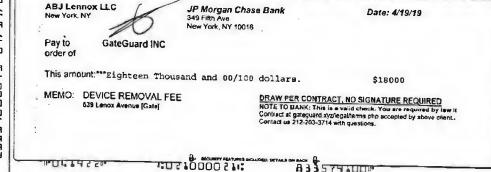
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RETURN REASON-4 RCC WARRANTY BREACH

19350001 *6777* *E5* *09597*

,507, 1934243 1 04/19/6 102190°

RCC BREACH



"O41922" 4:021000021:

8335791000 , 00001800000,

A33579100

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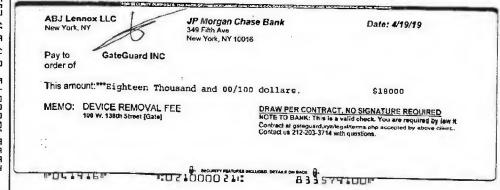
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19350001 *61111* *24* *09599*

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RCC BREACH

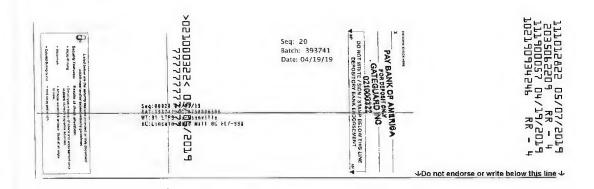
ILO P P A S Su

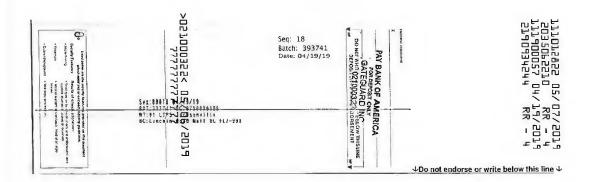


"OOL1916" 4:021000021:

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RCC WARRANTY BREACH

19350001 *6111* *15* *09593*

, TO 2 134246 04/39/6

RCC BREACH

ABJ Lennox LLC JP Morgan Chase Bank Date: 4/19/19 New York, NY 349 Fifth Ave New York, NY 10016 Pay to **GateGuard INC** order of פספנבסנ פספנגנז] וול2000 פנגנז] This amount: *** Eighteen Thousand and 00/100 dollars. \$18000 MEMO: DEVICE REMOVAL FEE 346 Lenox Avenue [Door] DRAW PER CONTRACT, NO SIGNATURE REQUIRED NOTE TO BANK: This is a valid check. You are required by law it Contract at pareguard xyriogalitierus phip accepted by above clent. Contact us 212-203-3714 with questions. TO 2 10000 2 11:

"O41913" 4:021000021:

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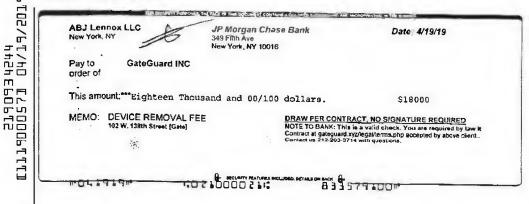
}}\0\2822 05/07/2019 2190934244

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RETURN REASON-4 RCC WARRANTY BREACH

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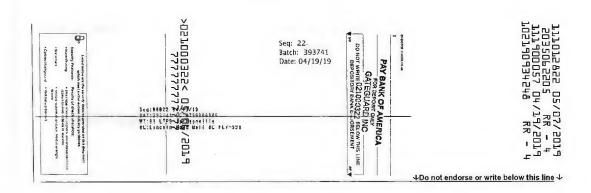
RCC BREACH

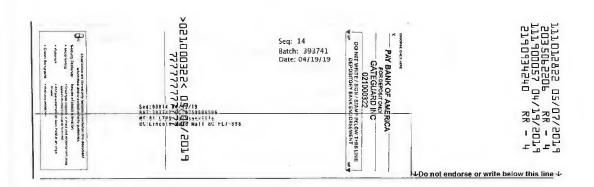


"O41919" 4:021000021:

#44579100m "Խորուդրորու»

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2100/E100 611000 090000 71024FS 40000

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RETURN REASON-4 RCC WARRANTY BREACH

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JP Morgan Chase Bank

349 Fifth Ave New York, NY 10016

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Date 4/19/19

\$18000

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RETURN REASON-4 RCC WARRANTY BREACH

19350001 *50* *09591*

2190934240 005711 04/19/ [11190

σ 102. ABJ Milano LLC New York, NY

Pay to

RCC BREACH

order of This amount *** Eighteen Thousand and 00/100 dollars.

MEMO: DEVICE REMOVAL FEE 2041 Adam Clayton

GateGuard INC

DRAW PER CONTRACT. NO SIGNATURE REQUIRED NOTE TO BANK: This is a valid check. You are required by law it Contract at gateguard xyz/legal/lerms.php accepted by above clent. Contact us 212:203-3714 with questions.

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